ECL

ईस्टर्न कोलफील्ड्स लिमिटेड
Eastern Coalfields Limited
(कोल इंडिया की एक अनुषंगी)
(A Subsidiary of Coal India Limited)
(भारत सरकार का एक उपक्रम)
(A Govt. of India Undertaking)

STANDARD TENDER DOCUMENT FORESTIMATEDCOSTPUTTOTENDEROFLESSTHAN Rs 50 LAKHS

NITसंख्या.:SDPA/Civil/G-11/24-25/09दिनांक: **06.06.2024**

निविदासूचना
Notice Inviting Tender

1. Tenders are invited on-line under single cover system on the website **https://coalindiatenders.nic.in**from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

Description of work	**Location**	**Estimated Cost of Work (Including GST) (In Rs.)**	**Earnest Money (In Rs.)** 1.25% of the Estimated Cost of work put to tender, rounded off to next hundred subject to maximum of Rs.50 lacs.	**Period of Completion (In Days)**
Construction of garage at different places under Sodepur Area	Sodepur Area	12,92,310.45	16,200.00	60

(i). For Site visit of location of work, the prospective bidder(s) may contact .....

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
Md Saddam Husain Ansari (Contact no.- 9434790166)	Md Saddam Husain Ansari (Contact no.- 9434790166)

(ii) Details of GST Registration of ECL:

GSTIN of ECL	West Bengal (WB)	Jharkhand (JH)
	19AAACE7590E1ZI	20AAACE7590E3ZX

2. Time Schedule of Tender:

Sl. No	Particulars	Date	Time
a.	Tender e-Publication date	07.06.2024	12:00
b.	Document download start date	08.06.2024	12:00
c.	Document download end date	14.06.2024	18:00
d.	Bid Submission start date	08.06.2024	12:00
e.	Bid submission end date	14.06.2024	18:00
f.	Start date for seeking Clarification on-line	08.06.2024	12:00
g.	Last date for seeking Clarification on-line	13.06.2024	18:00
h.	Date of Pre-bid meeting (if any)	NA	NA
i.	Bid Opening date	15.06.2024	12:00

Note: The auto extension of submission of bid shall be applicable as per details mentioned in clause No.14 of NIT.

3. Earnest Money Deposit (EMD):

The bidder will have to make the payment of EMD through ONLINE mode only.

3.1 In Online mode the bidder can make payment of EMD either through **NET-BANKING** from designated Bank(s) or through **NEFT/RTGS** from any scheduled Bank(s).

NET-BANKING: In case of payment through net-banking the money will be immediately transferred to ECL's designated Account.

NEFT/RTGS: In case of payment through NEFT/RTGS from any scheduled bank(s), the bidder will have to make payment as per the Challan(s) generated by system on e-Procurement portal. The payment of EMD through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to ECL account before submission of bid.

NOTE 1: After successful payment of EMD either through Net Banking or NEFT/RTGS, bidder is advised to log on to https://coalindiatenders.nic.in and click on "**Payment Verification Button**" to check the transaction status of EMD.

NOTE 2: Bidder is advised **not to pay EMD through IMPS mode** as such payments are not acceptable for submission of bid by the system.

NOTE 3: In case of payment of EMD through NEFT/RTGS mode, bidder needs to pay the EMD from the scheduled bank by visiting their branch.

3.1.1 The Bidder will be allowed to submit his/her/their bid only when the EMD is successfully received in ECL's designated account and the information flows from Bank to e-Procurement system.

3.1.2 In online payment of EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by ECL within the specified period due to any reason(s) whatsoever then the bid will not be accepted. However, the EMD will be refunded back to the bidder.

3.1.3 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from the

payment of earnest money (applicable only for Services tenders).

In case of exemption of EMD, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

3.2 If the L1 bidder defaults in satisfying Techno-commercial criteria, full EMD will be forfeited.

4. Pre-bid Meeting:

The pre-bid meeting if applicable shall be held in the office of Tender Inviting Authority, on the scheduled date & time, if specified in the NIT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The management shall circulate proceedings of the pre-bid meeting, if held.

5. Clarification of Bid:

The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible to the relevant queries.

NOTE 1: The identity of the Bidder will not be disclosed by the system. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of e-Publication of NIT. The period for seeking clarification by bidder will be up to **7 (Seven) days** before the end date of bid submission. The replies to clarifications sought by bidders should be given by the department at least **2 (Two) days** before the end date of bid submission.

NOTE 2: The clarification through any attachment of document should be done on plain paper.

6. User Portal Agreement:

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through **https://coalindiatenders.nic.in**in order to become an eligible bidder. This will be a part of the agreement.

7. **Eligible Bidders:**

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company, any legal entity having eligibility to participate as per eligibility criteria stipulated in clause No.8 of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. Joint Venture is not allowed to participate in the tender.

8. Eligibility Criteria:

A. Permanent Account Number (PAN): The bidder should possess valid Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

In respect of the above eligibility criteria the bidders are required to furnish the following

information on-line:

i) Confirmation regarding possessing of Permanent Account Number (PAN) issued by Income Tax department, Govt. of India in the form of Yes / No.

Scanned copy of documents to be uploaded by bidders (BIDDER SPACE/ MY DOCUMENT):

PAN CARD of the bidder

B. Goods and Services Tax (Not Applicable for Exempted Services)

The bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

i). Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.

Note:

i). If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.

ii) During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

Scanned copy of documents to be uploaded by bidder(s) in Bidder space/ My Document.

Document as per 9(a)(iii) below.

C. Purchase Preference under 'Make in India' Policy for "Local supplier" (NOT APPLICABLE WHERE ESTIMATED COST PUT TO TENDER IS LESS THAN 5 LAKHS.)

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable. In terms of the above said policy, purchase preference shall be given to Class-I local supplier. In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

The definitions of Class-I Local Supplier, Class-II local supplier, Non-Local supplier, Local Content and Margin of Purchase Preference as per above mentioned Order are as follows: -

A. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.

B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order.

C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order

D. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

i). Confirmation in the form of Yes/No regarding possessing of required document indicating percentage of local content as enlisted in NIT.

Note: -

All the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items in Undertaking format at Annexure-III. They shall also give details of the location(s) at which the local value addition is made, if applicable.

In terms of the above said policy, purchase preference shall be given to local suppliers in the following manner:

I. In the procurement of works which are divisible in nature, the following procedure shall be followed: -

i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.

ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest Bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 Bidder.

II. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed: -

i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.

ii) If L-1 is not from a Class-I local supplier, the lowest Bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.

iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the

Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 Bidder.

III. **Applicability in tenders where contract is to be awarded to multiple bidders-** (Delete if not necessary)

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within margin of purchase preference of the L1 bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

IV. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

V. Verification of local content:

a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.

b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity.

d) ECL may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

e) False declarations will be debarring of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.

f) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed below.

g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

   i. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

   ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

   iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

Note (For departmental users & not to be part of Tender Document):

- In case of procurement of all goods, services or works in respect of which the Nodal Ministry of department has communicated that there is a sufficient local capacity and local competition, only Class-I local supplier as defined under the said order, shall be eligible to bid irrespective of purchase value.

- In procurement of all goods, services or works, not covered by sl. No.1 above and with estimated value of purchases less than Rs.200 crore in accordance to Rule 161 (iv) of GFR 2017, Global tender enquiries shall not be issued except with competent approval as designated by Department of Expenditure. Only Class-I local supplier and Class-II local supplier as defined under the order, shall be eligible to bid in procurements undertaken by procuring entities, except when global tender enquiries have been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid long with Class-I local suppliers and Class-II local suppliers.

- Procurements where the estimated value is less than Rs. 5 lakhs, shall be exempted from the Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

VI. Reciprocity Clause

1. When a Nodal Ministry/Department IDENTIFIES that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies UNDER THEIR ADMINISTRATIVE CONTROL AND GEM *for appropriate reciprocal action*.

2. ENTITIES OF COUNTRIES WHICH HAVE BEEN IDENTIFIED BY THE NODAL MINISTRY/DEPARTMENTs not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
3. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

VII. Manufacture under license/ technology collaboration agreements with phased indigenization

a) While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

b) In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. ECL while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. ECL shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

Note (Not to be part of Tender Document):

1. The experience criteria for Safety and Production related Works may be decided by ECL for estimated value of tender below Rs.50 lacs, as communicated vide letter no. CIL/GM(CMC)/2020/896 dt.22.05.2020.

2. For PAP and other preferential bidders (if any), as per guidelines prevailing in the ECL; suitable modifications in the standard NIT may be made at ECL level.

9.<u>Submission of Bid</u>:

a.(i). In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (**<u>https://coalindiatenders.nic.in</u>**) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

EXAMPLE: If any bidder willing to participate in the tender as an individual/partnership firm, the bidder should enroll/register their Company name at CIL's e-Tendering Portal i.e.***<u>https://coalindiatenders.nic.in</u>*** as mentioned hereunder:

Name of the bidder as per legal status	Type of company	Enrolment should be in the name of
ABC / ABC Enterprise	Individual/Proprietorship	ABC / ABC Enterprise
ABC Construction Ltd.	Partnership Firm	ABC Construction Ltd.

(ii). The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

(iii). The bidders have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking at Annexure II regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria etc. and Annexure I (Letter of Bid). No recycling will be done for this document i.e. no further clarification will be sought from bidder.

Moreover, the following documents shall be considered from the Bidder's space/ My Document and no recycling will be done for these documents i.e. no further clarification will be sought from bidder -

S No	Document	Scanned copy of documents uploaded by bidder in Bidder's space/ My Document
1	**2**	**3**
1	Permanent Account Number *(Ref. Clause No.8(A) of NIT)*	PAN card issued by Income Tax department, Govt. of India
2	Goods and Services Tax (GST) Status of Bidder (Ref. Clause No.8(B) of NIT and BOQ)	The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet: a) Status: <u>GST Registered Bidder under regular scheme</u> Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. b)Status: <u>GST Registered Bidder under composition scheme</u> Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. c) Status: GST unregistered bidder: Document: Document: A Certificate having UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of. India. **Note:** *i) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.*
3	Legal Status of	Any one of the following documents:

	the bidder	1. Affidavit or any other document to prove proprietorship/Individual status of the bidder. 2. Partnership deed containing name of partners. 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.

b. Confirmatory Documents: All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her/their bid. No recycling will be done for these documents i.e. no further clarification will be sought from bidder -

S No	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
1	2	3
1	Digital Signature Certificate (DSC)	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder
2	Undertaking by bidder on his/her/their Letter Head as per **Annexure-III**.	Undertaking regarding relatives as employees of company, Arbitration clause (in case of partnership firm), Local supplier status of the Bidder as per clause 8C of NIT, declaration w.r.t Make in India order dated 16.09.2020, Code of Integrity for Public Procurement (CIPP) and compliance w.r.t procurement from bidder of a country which shares a border with India etc.
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

c. **Letter of Bid (LoB):** The format of Letter of Bid is given at Annexure I of Tender document. This will be the covering letter of the bidder for his submitted bid. The bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

d. Price bid: The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and bidder will quote the rates for all items on this Excel file. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following drop-down list given in the BOQ: -

I. Status: GST Registered Bidder under regular scheme
II. Status: GST Registered Bidder under composition scheme
III. Status: GST unregistered bidder

The rates quoted by the bidder will be excluding GST and GST component (to be paid by ECL and/or the bidder) will appear as a separate entity. The component of GST will be taken by the system based on the status of bidder selected by the bidder during bid submission and with the pre-defined business logic given in the BOQ file by the department. This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

Thereafter, the bidder will upload the same Excel file during bid submission in cover-I. The Price-bid (excluding GST) will be in Item Rate or Percentage Rate or Mixed Rate [combination of Item Rate and Percentage Rate] BOQ format and the bidder will have to quote for all the tendered items. The Price Bid of the tenderers will have no condition. The price bid which is incomplete and not submitted as per instruction given in this document is liable for rejection.

NOTE 1: The rates quoted by bidder shall be inclusive of all Taxes, if any applicable, but excluding Goods & Service Tax (GST) & GST Compensation Cess.

NOTE 2: The bidder is required to write their name in BOQ in line with the name of the bidder/ company as registered/enrolled at CIL's e-Tendering Portal i.e. ***https://coalindiatenders.nic.in***.

System for decision of L1 bidder

The L1 bidder will be decided based on Overall Quoted Value (i.e. cost to the Company). The system for decision of L1 bidder will be as per following 02(two) cases: -

Case – 1: Supply for which INPUT TAX CREDIT (ITC) is not available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the bidder **or** by ECL taken by the system will be added to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidders plus GST. This value of the bidder will be "the Cost to Company".

Then share of GST to be deposited by ECL, if any will be deducted from overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

Case – 2: Supply for which INPUT TAX CREDIT (ITC) is available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the Bidder **or** by ECL taken by the system will be ignored to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidders excluding GST. This value of the bidder will be "the cost to Company".

Then share of GST to be paid by bidder shall be added with overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

Note: The bidder should select their GST category as per clause no. 8.B of NIT.

10. **Bid Submission:**

All bids are to be submitted on-line on the website **https://coalindiatenders.nic.in**. No bid shall be accepted off-lineunless otherwise specified.

11. **System Requirement:**

It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, ECL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity

failures.

12. Opening of Bid:

Tender will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on/after the prescheduled date & time of Tender Opening.

12.2 The e-procurement system will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document, then the bid will be either automatically rejected by the system or shown as non-complied bid which shall be rejected by the evaluator.

12.3 All the documents uploaded by L1 bidder including EMD exemption documents (if any) and the Evaluation sheets generated by the system online shall be downloaded after opening of bid.

13. Tender Evaluation:

a. After opening of bid, the documents submitted by L-1 bidder as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The tender Committee will examine the uploaded documents against information/declarations furnished by the L1 bidder online. If the L-1 bidder complies with the eligibility requirement as per NIT, then the bidder will be considered eligible for award of contract.

b. In case the L-1 bidder fails to comply the eligibility requirement as per NIT, then his bid shall be rejected and EMD of L-1 bidder will be forfeited. The tender shall be cancelled and retendered.

c. No recycle of the confirmatory documents will be done.

d. The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

e. In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.

f. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents.

g. If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in ECL.

h. **Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.** (NOT APPLICABLE WHERE ESTIMATED COST PUT TO TENDER IS LESS THAN 5 LAKHS.)

In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Non-local supplier is not eligible to bid. The purchase preference shall be given to Class-I local supplier only.

In terms of the above said policy, purchase preference shall be given to Class-I local suppliers in the following manner:

I. In the procurement of works which are divisible in nature, the following procedure shall be followed: -

i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.

ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 bidder.

II. Intheprocurementofworkswhicharenotdivisible,andinprocurementofserviceswherethebidisevaluatedonpricealone,thefollowingprocedureshallbefollowed: -

i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.

ii) If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.

iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.

Note: The confirmation from the bidder regarding matching of L1 price may be taken in confirmatory document link of e-Procurement portal by recycling 'Any other document' link.

Verification of local content:

i) All the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.

ii) ECL may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.

iii) False declarations will attract Guidelines on Debarment of firms from Bidding for a period up to two year and with process in line with clause 20 of GTC.

iv) A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

i. Procurement from Micro and Small Enterprises (MSEs) (APPLICABLE FOR TENDERS FOR SERVICES)

i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L1 + 15% and they match the L1 price.

ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split.

If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender, in case the L1 is other than MSE. If MSE is a L1 bidder, full work will be awarded to such bidder. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.

iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.

iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling ECL to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- In case of proprietary MSE, proprietor(s) shall be SC /ST
- In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at

any given point of time.

vi) Classification of Micro and Small Enterprise are as under:
a. Micro Enterprise –Enterprise where the investment in plant and machinery or equipment does not exceed one crore Rupees and turnover does not exceed five core rupees.
b. Small Enterprise- Enterprise where the investment in plant and machinery or equipment does not exceed ten crore Rupees and turnover does not exceed fifty core rupees.

vii) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

viii) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

ix) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be debarred for a minimum period of 1(One) year in line with provisions of Guidelines on Debarment of firms from Bidding.

x) If a bidder participates as a joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable to them (Note: Applicable for Tenders for Services).

14. <u>Auto Extension of Critical Date</u>

If number of bids received online is found to be less than 03(three) on end date of bid submission then the following critical dates of the Tender will be automatically extended for a period of four days ending at 17.00 hrs:

- Last date of submission of Bid.
- Last date of receipt of EMD.
- Date of Opening of Tender.

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day.

This extension will be also applicable in case of receipt of zero bid.

Notes:

1. The validity period of tender should be decided based on the final end date of submission of bids.
2. The auto extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than 03(three).
3. After extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

15. <u>One Bid per Bidder</u>:

15.1 Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a joint venture or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

16. Refund of EMD:

a) If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
b) No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
c) If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
d) In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
e) If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
f) At the option of bidder, the EMD of successful bidder (on Award of Contract) will be retained by ECL and will be adjusted to Performance Security Deposit.

17. Site Visit:

17.1 The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and it's surrounding, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.

17.2 It shall be deemed that the Bidder has visited the Site/Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he/she/they actually visits the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.

17.3 The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.

17.4 The Bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the Bidder.

18. **Taxes and Duties:**

All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse change mechanism shall be computed by system in BOQ sheet as per

predefined logic.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. ECL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by ECL directly to concerned authorities in terms with GST provisions.

Input tax credit is to be availed by ECL as per rule.

If ECL fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to ECL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest and penalty, if any.

The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

Note:
During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

19. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

20. Technical Specifications:

The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

21. Currencies of Bid and Payment:

The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.

22. Handing Over of Site:

On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

23. Deployment of Manpower and Machineries:

The tenderer(s) will deploy sufficient number and size of equipments/machineries/vehicles and the technical/ supervisory personnel required for execution of the work.

24.Change in Constitution of the Contracting Agency:

Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

25.Canvassing in Tender:

Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

26.Letter of Acceptance (LOA)/Work Order/Agreement:

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer

electronically online on the e-procurement portal of ECL prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalised dash-board on-line. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. In addition, the department may debar the bidder from participating in future bids for at least 12 months as per Guidelines on Debarment of firms from Bidding.

27. Bid Validity:

The validity period of the tenders shall be 120(One Hundred Twenty) days from the end date of bid submission.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders (all the responsive tenderers) to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.28 (Modification and Withdrawal of Bid) of NIT.

28. Modification and Withdrawal of Bid:

Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority.

Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

1. the EMD will be forfeited and

2. the bidder will be debarred for minimum 1(One) year from participating in tenders in ECL.

The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

i). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.

ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.

Note:

In case of above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for……year from participating in tenders in ECL. This letter will be circulated to all Areas and ECL HQ and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

Penal action against clauses above will be enforced from the date of issue of such order.

iii) The standard operating procedure to handle withdrawal of bid after end date of submission is shall be as per Clause no 29 (Standard Operating Procedure for Withdrawal of Bid) of NIT.

.29 Standard Operating Procedure for Withdrawal of Bid:

I. The Mode of withdrawal: -

A. Online Withdrawal of Bids:

a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side.

b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

B. Offline Withdrawal of Bids:

a. A partner of bidder (in case of partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).

b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

II. Acceptance of withdrawal by Tender Committee:

A. Every case of withdrawal under Clause I-(A) (b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.

B. The Tender Committee shall apply its due diligence to decide:

a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the partnership firm then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.

b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.

c. If the mala fide intentions in the withdrawal are apprehended then the tender should be cancelled apart from other penal action as per e-Procurement Manual for works and services of CIL and other guidelines/manuals of CIL.

d. If no mala fide intentions in the withdrawal are apprehended then the penal action in line with the prescriptions of the e-Procurement Manual for works and services of CIL will be applicable.

The Tender Committee may also obtain the opinion of legal department in order to ascertain the legal course of action in case of Clause II-(B)(b) and II-(B)(c) above.

30. Postponement of scheduled date(s):

The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

31. Public Enterprises preference:

The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

32. Contract Agreement Document(s):

This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement as per clause 2 of the 'General Terms and Conditions' of 'Conditions of Contract'.

33. Sub-letting of Work:

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The total value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

If a contractor submits his bid qualifies but does not get the contract because of his being not the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the contract.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in -Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

34. Prohibition of Child Labour engagement:

The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.

35. Implementation of CMPF/EPF:

The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.

36. Splitting up of the work:

The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderer(s) or accept the tender in part and not in its entirety.

37. **Settlementof Disputes:**

Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per Clause No. 16- title- 'Settlement of Disputes' of the 'General Terms and Conditions' of 'Conditions of Contract' of the tender document.

38. <u>Restrictions on Procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries:</u>

The guidelines as per order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, GoI as amended from time to time shall be applicable.

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain context) means any person or firm or company, including any member of a Joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency, branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of order F.No. 6/18/2019-PPD dated 23.07.2020 means: -

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A joint venture where any member of the joint venture falls under any of the above.

IV. "The beneficial owner" for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

<u>Explanation-</u>

a. "Controlling ownership interest" means ownership of, or entitlement to more than Twenty Five Percent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

Note:

1. (a) The intending bidders must submit a certificate in the Undertaking at **Annexure III** in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 and as amended from time to time of Ministry of Finance, GoI.

AND

(b) Valid registration from competent authority (if applicable). Registration should be valid at the time of submission of bid and at the time of acceptance of bids.

2. Guidelines issued by GoI regarding registration with Competent Authority and regarding exclusion from restriction may please be referred.

39. Code of Integrity for Public Procurement (CIPP)

The bidders/ contractors are required to abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document at **Annexure III**

40. Any corrigendum/date extension etc. in respect of above tender shall be issued in website https://coalindiatenders.nic.in only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

41.Help for participating in e-Tender:

The detailed method for participating in the e-Procurement is available on links "Help for Contractor" and "Bidders Manual Kit" in CIL"s e-Procurement portal. The bidders may also seek help from the following:

Type of Support	Contact Persons	Contact Numbers
NIC Support Team *(For Portal Related Assistance)*	Customer Care 24X7 Toll Free	0120-4001 002 0120-4200 462 0120-4001 005 0120-6277 787 e-Mail: support-eproc@nic.in
ECL FMP Helpdesk *(For Technical Assistance)*	Mr. RajibSrimany	8695467690

	Mr. Sayed Maruf AhamadKirmani	9775650846

Tender Inviting Authority

General Conditions of Contract

EASTERN COALFIELDS LIMITED

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INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER.

1.1 The **EASTERN COALFILEDS LIMITED**(referred to as Employer in these documents) invites bids for the work(s) as mentioned in the Notice. The Bidder should submit Bid for all the works mentioned in the NIT.

1.2 The successful Bidder will be expected to complete the Work(s) by the intended Completion period specified in the Bid document/Notice.

2. ELIGIBLE BIDDERS.

2.1 The Invitation for Bids is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying criteria laid down separately hereinafter.

2.2 Deleted

2.3 Joint Venture: Two or three companies/contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract (applicable for bids having estimated cost above Rs.2 Crores).

Joint Venture details:

Name of all partners of a joint venture(not more than 3):

1. Lead partner
2. Partner
3. Partner

Note - The participating share of JV Partners shall be as below;

i) Lead Partner shall have at least 50% participating share in JV.
ii) Other partner(s) shall have at least 20% participating share in JV.

Joint Venture must comply the following requirements:

i) Following are the minimum qualification requirements for Joint Venture

a) The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated under cl.3.3(A) of ITB towards fulfillment of qualification criteria related to experience.

b) The qualifying criteria parameter e.g. financial resources (Turnover) of the individual partners of the J.V. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under cl.3.3(B) of ITB towards fulfillment of qualification criteria related to financial turnover.

ii) The formation of joint venture or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.

iii) The bid, and in case of a successful bid, the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.

iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association.

v) The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi) One of the partners shall be nominated for being in charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.

viii) The contract agreement should be signed by each Joint Venture Partners. Subsequent declarations/ letters/ documents shall be signed by lead partner authorised to sign on behalf of joint venture or authorised signatory on behalf of JV.

ix) The bid should be signed/ digitally signed by the DSC holder submitting the bid.

x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture including the same entity as partner will be rejected.

xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.

xii) The earnest money / Bids Security can be submitted by the Joint Venture / one or more partners of the joint venture.

xiii) The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up mid-way before award of work and during bid validity period bid will be rejected.

If JV breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months.

xiv) JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.

xv) JV shall open a Bank Account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/GSTIN, etc. in the name of the Joint Venture shall be submitted by JV before making any payment.

2.4The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

2.5 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in part work/ piece rated work. The total value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

If a contractor submits his bid qualifies but does not get the contract because of his being not the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the contract.

The5 Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in–Charge/Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

3. QUALIFICATION OF THE BIDER

3.1 The bidders shall be required to submit bid with all the information as sought online along with required documents.

3.2 All bidders shall submit the following information and documents with their bids:

a. Copies of documents in support of legal status of bidder as per NIT; written power of attorney of signatory of the Bid to commit the Bidder.
b. Experience of having successfully completed similar works in support of eligibility criteria during last seven years including monetary value and period as per e-Tender Notice.
c. Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost put to tender as mentioned in e-Tender Notice.
   (The “Previous Financial Year” shall be computed with respect to the e-Publication date of NIT).
d. Permanent Income Tax Account No.(PAN) details as mentioned in e-Tender Notice.
e. Document to support the status of bidder with respect to GST as mentioned in e-Tender Notice.
f. The Bidder will have to submit a declaration in support of the authenticity of the credential submitted by him and also with other commitment along with the Bid in the form of an undertaking as per the format provided in the bid document.
g. Two or three companies/contractors participating in the bid as Joint Venture should submit Firm-wise e.g. (i) participation details/contribution of each, (ii) Legal status of firm, (iii) PAN, (iv) GST registration Certificate/status and also (v). JV Agreement on non-judicial Stamp-paper as per given format.
h. Any other document to support the qualification information as submitted by bidder.

3.3 To qualify for award of the contract –

A. Work Experience:

The Intending bidder must have in its name or proportionate share as a member of Joint Venture/ Partnership firm experience of having successfully **completed similar** works, during last 7(seven years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of thefollowing: -

Three similar **completed works** each costing not less than the amount equal to 40% of the estimated cost put to tender.

Or

Two similar **completed works** each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

One similar **completed work** costing not less than the amount equal to 80% of the estimated cost put to tender.

Similar nature of work shall include ……

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited(publication date of NIT). The experience of incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as maintenance and/ or operation after construction, the experience of such work may be considered as 'acceptable' if the construction part is completed as on the last date of 'eligibility period', even if maintenance work is ongoing, and the certificate issued clearly stipulates the same.

In all the above cases, while considering the value of completed works, the full value of completed work will be considered whether or not the date of commencement is within the said 7(seven) years period.

Cost of previous completed works shall be given a simple weightage of 7% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. Updating will be considered for full or part of the year (total no. of days / 365) i.e considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

Note: Till the time of changes in the e-procurement portal regarding weightage from 5% to 7% is configured in the portal, the 5% weightage shall be considered for work experience for floating of tender.

For work experience bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line.

Work order, BOQ, TDS may be sought during clarification or along with deficient documents as per the relevant clause, if felt necessary by the Tender Committee.

In case the experience has been earned by the bidder as a partner in a joint venture firm/partnership firm then the proportionate value of experience in proportion to actual share of bidder in that joint venture firm/ partnership firm will be considered against eligibility else it shall be taken as 100%.

Joint Venture, shall be allowed for participation in the bid with estimated cost above Rs. 2.0 Crores.

The above qualification criteria shall be fulfilled by JV in the following manner.

The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated hereinafter towards fulfillment of qualification criteria related to experience.

a) In case of completion of single work of similar nature costing, not less than the amount equal to 80% of the estimated cost put to tender: -

i) Any of the JV partner/JV itself shall have the experience of having completed successfully a single work of similar nature equal to 80% of the estimated cost put to tender.

Or

b) In case of completion of two works of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender: -

i) Either the JV itself/ Any one partner can match the above requirement.

Or

ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

c) In case of completion of three works of similar nature, each costing not less than the amount equal 40% of the estimated cost put to tender: -

i) Either the JV itself/ Any one partner can match the above requirement.

Or

ii) Any two partners shall match the above requirement through completion of at least two work by one partner and one work by other partner of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

Or

iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

The above qualification criteria shall be met collectively by JV partners or JV itself.

The qualifying criteria parameter e.g. experience of the individual partners of the JV will be added together towards fulfilment of qualification criteria related to experience.

Note: This Work Experience criteria is not applicable for tenders with ECV below 50 lakhs.

B. Financial Turnover:

Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost.
(The "Previous Financial Year "shall be computed with respect to the e-Publication date of NIT).

The intending bidder must submit Turnover certificate issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.

Financial turnover shall be given simple weightage of 7% per year to bring them at current price level, While evaluating the qualification requirement of the bidder. Such weightage shall be considered from the end date of financial year. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

Note: Till the time of changes in the e-procurement portal regarding weightage from 5% to 7% is configured in the portal, the 5% weightage shall be considered for financial turnover for floating of tender.

Joint Ventures shall meet the above eligibility requirement, in the following manner:

The qualifying criteria parameter e.g. financial resources (Turnover) of the individual partners of the J.V.will be added together, for the relevant financial year, and the total should not be less than as spelt out above.

(In case of JV, Turnover certificate for each individual partner of JV)

Note: Financial Turnover criteria is not applicable for tenders with ECV below 50 lakhs.

3.4 If the bidder is a subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

3.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified: -

(i) if they have made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements.
(ii) On account of currency of debarment as applicable.

Notes:(Not a part of bid document)
I) The qualification criteria shown above are to be considered as a standard for normal works.
2) For specialized works, based on requirement, the subsidiary may add or modify with the approval of competent authority.
3) The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a holding company relies on the credential of its wholly owned subsidiaries.

4. ONE BID PER BIDDER

4.1 Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a joint venture or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

Earnest Money deposited by defaulting Bidders shall be forfeited and they shall be debarred from participating in future tenders in concerned Subsidiary/CIL HQ for a period of 12(twelve) months from the date of issue of such letter. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

"**Note (Not part of tender document):**
In the above case, approval of Tender Accepting Authority shall be taken. In case Board/CMD of CIL/Subsidiary is Tender Accepting Authority, then the approval of CMD of CIL/Subsidiary is to be obtained."

5. COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

6. SITE VISIT

6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

6.2 It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

6.3 The bidder is expected, before quoting his rate, to go through the requirement of materials / workmanship, specification, requirements and conditions of contract.

6.4 The bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the bidder.

7. CONTENT OF BIDDING DOCUMENTS

7.1 The set of bidding documents comprises the documents listed in the table below as issued online by the Employer and addendum/corrigendum issued in accordance with relevant provision.

a. Notice Inviting Tender
b. Instructions to Bidders;
c. Conditions of Contract;
d. Scope of work/Bill of Quantities;
e. Forms of Securities and form of Article of Agreement.
f. Pre contract Integrity Pact (if applicable)
g. User portal Agreement
h. Guidelines on Debarment of firms from Bidding
i. Code of Integrity for Public Procurement (CIPP)
j. Other document, if required.

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible to the relevant queries.

8.2 The pre-bid meeting if applicable shall be held in the office of Tender Inviting Authority, on the scheduled date & time, if specified in the NIT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The management shall circulate proceedings of the pre-bid meeting, if held

9. AMENDMENT OF BIDDING DOCUMENTS (BE DELETED FOR NORMAL WORKS, APPLICABLE FOR SPECIALISED WORK)

9.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the bidding documents and shall be displayed in the website.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 18.2 below.

9.4 Bidders are requested to look into website for any addendum as specified in the NIT.
NOTE:-Instructions to bidders shall not incorporate this provision in the Bid for normal civil engineering works.

10. LANGUAGE OF BID

10.1 All documents relating to the Bid shall be in the English language.

11. Submission of Bid:

a. All the bids are to be submitted online on e-procurement portal of CIL. No bid shall be accepted offline.

b. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

c. The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

The bidders have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, etc. and Letter of Bid. No recycling will be done for this document i.e. no further clarification will be sought from bidder.

d. **Letter of Bid:** The format of Letter of Bid is given at Annexure I of Tender document. This will be the covering letter of the bidder for his submitted bid. The bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

e. **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information furnished by the bidder are to be uploaded in Cover-I & OID (Other Important Document, if applicable) by the bidder while submitting the bid online.

f.**Price Bid (in Cover-I/Cover-II):** The Price bid containing the Bill of Quantity will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-I/Cover-II. The Price-bid will be in Item Rate/Percentage Rate BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value. The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Any alteration/modification in the Excel format may lead to rejection of bid.

12. BID PRICES

12.1 Deleted

12.2 The Bidder shall fill-in rates and prices for all items of the works described in the Bill of Quantities (both in words and figures) and amount(s) calculated and totaled.

12.3 All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse change mechanism shall be computed by system in BOQ sheet as per predefined logic.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total

Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. ECL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by ECL directly to concerned authorities in terms with GST provisions.

Input tax credit is to be availed by ECL as per rule.

If ECL fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to ECL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes &cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.

Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

Note:
During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

13. CURRENCIES OF BID AND PAYMENT

13.1The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.

14. BID VALIDITY

14.1 Bid shall remain valid for a period not less than 120 days from the end date of bid submission. A bid valid for a shorter period shall be rejected by the Employer.

14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders (all the responsive tenderers) may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

15. BID SECURITY/EARNEST MONEY DEPOSIT

15.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-Tender Notice for this particular work. Bid Security/EMD will be required to be deposited in the form as deliberated below:
The bidder will have to make the payment of EMD through online mode only.

In Online mode the bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank In case of payment through net-banking the money will be immediately transferred to ECL's designated Account. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challans generated by system on e-Procurement portal before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in ECL account and the information flows from Bank to e-Procurement system.

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from the payment of earnest money (applicable only for Services tenders).

In case of exemption of EMD the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

Demand Drafts/ Banker's cheque/ NEFT will be acceptable as Earnest Money/ Bid Security for tenders having estimated value below Rs. 2 lakhs.

15.2. Any bid, which has not been, submitted either with the requisite amount of EMD or the valid exemption document (as applicable) shall be summarily rejected by the employer as non-responsive.

15.3 The EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).

15.4 The Bid Security / EMD of successful bidder may be retained and adjusted with performance security / security deposit at bidder's option.

15.5 The Bid Security/Earnest Money may be forfeited:

a. if the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid validity / extended validity with mutual consent; or

b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
i. Sign the Agreement; or
ii. Furnish the required Performance Security

Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

"Note (Not part of tender document): -
In the above case, debarment shall be done as per Guidelines on Debarment of firms from Bidding.

15.6 The Bid Security/ EMD deposited with the Employer will not carry any interest.

15.7No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.

15.8 If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. For this purpose, bidder should submit E-Mandate form in format provided by company.

15.9 In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.

15.10 If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.

16. SIGNING OF BID

16.1The contractors bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Contractor's bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person singing the bid.

16.2 If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder is required.

17. Deleted

18. DEADLINE FOR SUBMISSION OF BIDS

18.1 Bids shall be submitted online on the e-procurement portal of CIL within the stipulated date and time.

18.2 The Employer may extend the deadline for submission of Bids by issuing a corrigendum or an amendment, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

18.3 If number of bids received online is found to be less than 03(three) on end date of bid submission then the following critical dates of the Tender will be automatically extended for a period of four days ending at 17.00 hrs:

- Last date of submission of Bid
- Last date of receipt of EMD
- Date of opening of Tender

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day.

This extension will be also applicable in case of receipt of zero bid.

Notes:

1. The validity period of tender should be decided based on the final end date of submission of bids.
2. The auto extension shall work on the basis of number of bids received only. (It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than three.)
3. After extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

19. LATE BIDS

19.1 No Bid shall be received by the e-procurement portal after the deadline or the extended deadline, as the case may be.

20. MODIFICATION AND WITHDRAWAL OF BIDS

20.1 For Single Cover System:

20.1.1 Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish.

20.1.2 Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

1. the EMD will be forfeited and
2. the bidder will be debarred for minimum 1(One) year from participating in tenders in ECL.

20.1.3 The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

i). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.

Note:
In case of above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for…….year from participating in tenders in ECL. This letter will be circulated to all Areas and ECL HQ. and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

Penal action against clauses above will be enforced from the date of issue of such order.

20.2 For Two Part System:

20.2.1 Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish.

20.2.2 Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for minimum 1 (one) year from participating in tenders in ECL. The Price-bid of remaining bidders will be opened and the tender process shall go on.
b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for minimum 1 (one) year from participating in tenders in ECL.

20.2.3 The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:
i). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.

Note:

i). In case of above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for……year from participating in tenders in ECL. This letter will be circulated to all Areas and ECL HQ. and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

ii). Penal action against clause (a) & (b) above will be enforced from the date of issue of such order.

*Delete whichever is not applicable

21. BID OPENING

21.1 Tender will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.

22. PROCESS TO BE CONFIDENTIAL

22.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. However, the Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from bidder(s), award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time..

22.2 Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

22.3 From the time of bid opening to the time of contract award, no bidder shall contact the Procuring Entity on any matter related to the bid, except on request and prior written permission.

23. CLARIFICATION OF BIDS

23.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing. To assist in the examination, evaluation, and comparison of Bids, the Employer may, ask any Bidder for clarification of the Bidder's Bid, including breakup of unit rates. The request for clarification and the response shall be in online mode.

23.2 In case the Tender Committee finds that there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.

Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of upto 7 days. The clarification shall be taken in online mode in the e-Procurement portal of CIL only.

Note: The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no new contract should be asked for so as to qualify the bidder

23.3 No document presented by the bidder after closing date and time of submission of bid will be considered unless otherwise called for as per clause 23.2 above.

24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

24.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:

a. meets the eligibility criteria defined in Clause 3;
b. has been properly signed;
c. is accompanied by the required Bid security/ EMD Exemption Document (if applicable).
d. is substantially responsive to the requirements of the Bidding documents.

24.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one :

a. which affects in any substantial way the scope, quality, or performance of the works:
b. which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

24.3 If a Bid is not substantially responsive, it may be rejected by the Employer at its solediscretion.

25. Deleted

26. EVALUATION AND COMPARISON OF BIDS.

26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 24.Price bid of the bidder will have no condition.

The price bid which is incomplete and not submitted as per instruction given in the bid document will be rejected.

26.2 The evaluation of Bid, by the Employer shall be done as per Bid Prices as submitted by the Bidder in online Mode and subsequently downloaded from the e-procurement portal of CIL.

26.3 The Employer reserves the right to accept or reject any Bid not conforming to the requirements of the Bidding documents.

26.4 No document presented by the bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny / technical scrutiny by the tender committee as clarification. This however, will have no bearing with the price quoted in the price bid. If a bidder offers a rebate unilaterally after the end date and time of the bid submission, it will not be taken into account for evaluation purpose by the tender committee. But if that bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.

26.5 Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided based on cost to the company.

26.6 If the bid of the successful bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the company may require the bidder to produce detailed price analysis for any or all items of the Bill of quantities to demonstrate the internal consistency of these prices with the construction method and the schedule proposed.

27. ABNORMALLY HIGH RATE & ABNORMALLY LOW RATE ITEMS.

PROVISIONS FOR DEALING WITH VARIATIONS IN RESPECT OF ABNORMALLY HIGH RATE AND ABNORMALLY LOW RATE ITEMS.

The abnormally high rate items are those whose quoted rates are more than 20% of the justified rates decided by the owner.

The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates decided by the owner.

In case of Item Rate Tenders, the revision of rates for (i) abnormally high rate items and (ii) abnormally low rate items, shall become operative under the following circumstances: -

For increase in quantity of more than 25% in respect of works executed below plinth level and 10% in respect of works executed above plinth level.

Quantity variation beyond the limit mentioned above shall be dealt by arriving at new rate based on prevalent market rate of materials and labouranalysed as per standard analysis of rate of CPWD/NBO. Payment of extra quantity over the permitted quantity as explained above would be made on the basis of the new analysed rate.

The variation in quantity of abnormally low rate items for item rate tenders shall not be permitted below 25% for the items below plinth level and below 10% for the items above plinth level of the agreement schedule quantity, but in exceptional cases with written consent of Engineer-in-Charge arising out of technical necessity.

The above provisions shall be applicable for item rate tenders only and not applicable for percentage rate tenders for works based on standard schedule of rates of the company.

For the purpose of operation, the following works shall be treated as works related to foundation, unless otherwise defined in the contract.

a) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
b) For abutments, piers and well steining : All works up to 1.2m above the bed level.
c) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs / tanks and other elevated structures: all works up to 1.2 metres above the ground level.
d) For reservoirs / tanks (other than overhead reservoirs / tanks): All works upto 1.2 metres above the ground level.
e) For basement: all works up to 1.2m above ground level or up to floor 1 level whichever is lower.
f) For Roads, all items of excavation and filling including treatment of sub base.

28. AWARD CRITERIA

28.1Subject to Clause 29, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:

a. eligible in accordance with the provisions of Clause 2; and
b. qualified in accordance with the provisions of Clause 3.

29. EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

29.1Notwithstanding Clause 28, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

30. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

30.1 The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").
The offline communication of LOA shall not be mandatory.

30.2 The notification of award (LOA/Work Order) will constitute the formation of the Contract.

The works should be completed as per period specified in the NIT from the Date of Commencement as defined in Clause 6.0 of General Terms and Condition.

30.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 30(thirty)days following the notification of award along with the letter of Acceptance and / or Work Order issued by department.

In case of failure to enter in to agreement within specified period or extended period on the written request of the bidder, if any, the department will takeaction as prescribed in Guidelines on Debarment of firms from Bidding along with forfeiture of Earnest Money. The bidder will also be debarred from participating in re-tender.

No payment for the work shall be made before execution of this agreement.
30.4 In the bidding process, the cause of rejection of Bid of any bidder shall be intimated to non-qualified bidder online and the Earnest Money shall be refunded to unsuccessful bidders as per relevant clauses.

30.5 The contractor shall enter into and execute contract agreement in the prescribed form on non-judicial stamp paper in accordance with the relevant law of the State/Union of India. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copy, additional cost to be charged.

All additional copies should be certified by the Engineer-in-Charge.

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the company for the purpose.

The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

31. PERFORMANCE SECURITY/SECURITY DEPOSIT

31.1 Security Deposit shall consist of two parts;

a) Performance Security to be submitted at award of work and
b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

For details refer cl.4 of General Terms of Conditions.

32. EMPLOYMENT OF LABOUR

32.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.

Payment of Provident Fund for the workmen employed by him for the work as per the Law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the contractor.
The contractor needs to ensure that the employee has become a member of any of the provident fund as the case may be and the unique membership number of the CMPF/EPF or Allied Scheme needs to be submitted to Employer.
In addition to the above, the Contractor shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may by the competent authority annually /as and when asked. Bidder shall also submit copies of statutory returns.

Payable statutory payments like PF & ESI contributions paid to the contract workers as applicable shall be reimbursed to the contractor on production of proof of payment limited to the maximum likely number of workmen to be deployed as indicated in the tender document. Such payments shall be made on quarterly basis and shall not be included in the Contract Value.

32.2 The bidder shall also comply with statutory requirements of various acts including CL(R&A) Act.

32.3 The contractor's workmen shall be paid through Bank.

32.4 The contractors shall register themselves on the Contract Labour Payment Management Portal (CLPMP) of CIL within 30 days of issue of work order and will have to enter and update periodically the following details in the portal:
a. Work Order details
b. Details of Contractor workers and payment of wages in respect of each Work Order each month.

32.5 All the contract workers shall be covered with the Bio-metric attendance system for payment of wages.

NOTE: In case company decides/ circulates separate wages for underground works / for works within mine premises, the same may be allowed based on appropriate circular. Clause 32.1 shall stand amended to this extent before notification of bid.

33. LEGAL JURISDICTION

35.1 Matter relating to any dispute or difference arising out of this Bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of local court only where the subject work is to be executed.

34. DOWNLOADING BID DOCUMENT FROM WEB-SITE.

i) The bidders will download the Bid documents from the website. The company shall not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available as soon as the bid is notified.

ii) The bid document as available online on the e-procurement of CIL shall always prevail and will be binding on the Bidders. Any claim on account of any deviation with respect to this online Bid document from the Bidder side shall not be entertained.

35. E-PAYMENT

Successful bidder(s) are required to submit an Authorization form duly signed for e-payment to them in the enclosed Annexure.

36. INTEGRITY PACT (APPLICABLE FOR BIDS WITH ESTIMATED COST EXCEEDING (more than Rs. 200 lakhs/ as decided by ECL).

Bidders are required to accept unconditionally in GTE (General Technical Evaluation) the pre-contract integrity pact as per enclosed format along with the bid.

37. CHANGES IN FIRMS CONSTITUTION TO BE INTIMATED

Prior approval in writing of the Company shall be obtained before any change is made in the constitution of the contracting agency. If prior approval is not obtained the same will be treated as a breach of contract.

38. MISCELLANEOUS.

The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates. Throughout the bidding documents, the terms 'bid' and 'tender' and their derivatives are synonymous. Provisions related to instructions to bidder shall be a part of agreement.

CHECK LIST FOR SUBMISSION OF BID.
(Specimen only, subject to improvement)

1) Earnest Money or EMD exemption document, if applicable.

2) Constitution / Legal status of Bidder including place of Registration and Principle place of business e.g. Certificate of Incorporation in the name of bidder, Memorandum of Association, Articles of Association, Partnership Deed, affidavit in case of proprietary-firm and Authorization / Power of Attorney of Bid Signatory.

3) Joint Venture details including original JV Agreement and details covering 2 above for JV Partners – if applicable.

4) Details of Permanent Account No. (PAN).-
In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself.

5) Details related to fulfillment of Eligibility Criteria.

   a. Certificate of completion of similar work, if applicable
   b. Work order, BOQ, TDS for the work(s), if applicable
   c. Financial Turnover certificate of last 3-years, if applicable

6) Document to support the GST status of bidder
(In case of JV, Bidder should submit scanned copy of GST status of Lead Partner only or GST Registration Certificate of JV itself)

7) Undertaking on Bidder's letterhead as per enclosed pro-forma.

8) Price Bid comprising of priced Bill of Quantity duly filled in

Note: If a bidder participates as a joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable to them (Note: Applicable for Tenders for Services).

CONDITIONS OF CONTRACT

GENERAL TERMS AND CONDITIONS

1. Definitions

i) The word **"Employer"** or **"Company"** or **"Owner"** wherever occurs in the conditions, means the ……Limited, represented at Head Quarters of the Company by the …… or his authorized representatives or any other officer specially deputed for the purpose who will employ the contractor.

ii) The word" **Principal Employer**" wherever occurs, means the officer nominated by the Company to function on its behalf.

iii) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.

iv) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any eligible person or firm or company, including a Joint Venture (that is an association of several persons, or firms or companies), participating in a procurement process with a Procuring Entity.

v) "Bid security" (including the term 'Earnest Money Deposit'(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the tender documents.

vi) "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 2017.

vii) "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 2017.

viii) "Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

ix) "Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under the Public Procurement (Preference to Make in India), Order 2017.

x) "Notice inviting tenders" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.

xi) "Prospective bidder" means anyone likely or desirous to be a bidder.

xii) "Procurement contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for other services' under certain contexts), means an agreement relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country. The term "contract" will also include "rate contract' and "framework contract".

The agreement shall include the notice inviting tender, the tender/bid as accepted by the company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, frozen terms and conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.

Until the formal agreement is signed between the Owner and contractor, LOA/Work order together with contract document accepted by the bidder (i.e., bid/ tender/ proposal/ offer) shall constitute the contract.

xiii) The word **"Contractor/ Contractors**" wherever occurs means the successful bidder /bidders who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.

xiv) **"Site"** means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer-in-Charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.

xv) The term **"Sub-Contractor**" as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.

xvi) "**Accepting Authority**" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered on its behalf by the company.

xvii) **"Engineer-in-charge"** shall mean the officer nominated by the company in the Civil Engineering cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer-in-Charge /Designated Officer in Charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer-in-Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer-in-Charge/Designated Officer in Charge.

xviii) A **"Day"** shall mean a day of 24 hours from midnight to midnight.

xix) The **"Work"** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

xx) **"Schedule of Rates"** referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.

xxi) **"Contract amount"** shall mean:

a) in the case of turnkey / lump sum contracts the total sum for which tender is accepted by the company.

b) in the case of other types of contracts the total sum arrived at based on the individual rate(s) / percentage rate(s)quoted by the tenderer for the various items shown in the Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

xxii) **"Written notice"** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail / e-mail to the last business address known to him who gives the notice.

xxiii) **"The constructional plant"** means all appliances, tools, plants or machinery of whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.

xxiv) **"Letter of Acceptance of Tender"** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

xxv) **"Department"** means the Civil Engineering Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.

xxvi) **"Act of insolvency"** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xxvii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

xxviii) "**Drawings"/"Plans**" shall mean all drawings furnished by the owner with the bid document , if any, as a basis for proposals,

a. working drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work,
b. subsequent working drawings furnished by the owner in phases during progress of the work, and
c. drawings, if any, submitted by the contractor as per provision of the contract and duly approved by the owner.

xxix) "**Codes**" shall mean the following, including the latest amendments, and/or replacements, if any :

a. Bureau of Indian Standards relevant to the works under the contract and their specifications.
b. Indian Electricity Act and Rules and Regulations made there under.
c. Indian Mines Act and Rules and Regulations made there under.
d. Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.

2. Contract Documents and Miscellaneous Provisions:

The following documents shall constitute the contract documents:

i) Articles of Agreement.

ii) Letter of Acceptance of Bid/ Work Order indicating deviation, if any, from the conditions of contract incorporated in the tender document issued to the bidder.

iii) Notice Inviting Tender and Instructions to Bidders.

iv) Conditions of Contract including General Terms & Conditions of contract, Additional Terms & Conditions, Special Terms & Conditions and Commercial Terms & Conditions etc.- as applicable.

v) Frozen terms & conditions / technical parameters and revised offer, if any.

vi) Specifications/ scope of Work, if any.

vii) Schedule of quantities (or Bill of Quantities) along with accepted rate.

viii) Contract drawings and work programme.

ix) Safety Code etc. forming part of the tender,

x) Integrity Pact (If applicable).

(xi) Guidelines on Debarment of firms from Bidding.

(xii) Code of Integrity for Public Procurement (CIPP)

(xiii) Any other document if required.

2.1 The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For additional copy, cost to be charged.

All additional copies should be certified by the Engineer-in-Charge.

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the company for the purpose.

2.2 The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

2.3 The local Court, where the subject work is to be executed shall have exclusive jurisdiction in all matter arising under this contract.

2.4 The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in–Charge / Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract. The total value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

2.5Acceptance of Offer:

"Letter of Acceptance"- is an acceptance of offer by the company. It shall be communicated electronically through e-procurement portal of CIL to the successful bidder and shall make the binding Contract with the Company.

Simultaneously the original copy of LOA may also be sent to the Bidder through registered/speed post. The offline communication of LOA, shall not be mandatory.

3. Discrepancies in contract documents & Adjustments thereof

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantity, the specifications and/or drawing, the following order of preference shall be observed;

a) Description in Bill of Quantities of work.
b) Particular specification and special conditions, if any
c) Drawings.
d) General specifications.
e) BIS Specifications.

3.1 In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract as the case may be.

3.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Drawings and Specifications forming part of the particular contract document.

4.00 Security Deposit:

4.1 Security Deposit shall consist of two parts;

a) Performance Security to be submitted at award of work and
b) Retention Money to be recovered from running bills.
The security deposit shall bear no interest.

4.2 Performance Security should be 5% of contract amount and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:

- Payment through NEFT/RTGS in the designated account of ECL as indicated in the LOA/WO
- a Bank Guarantee in the form given in the bid document from any Scheduled Commercial bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). The BG issued by outstation bank shall be operative at its local branch at …….. or branch at……..
  Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.

The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.

The bid security deposited may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –
(a) at Bidder's option by a Scheduled Commercial Bank, or
(b) by a foreign bank located in India and acceptable to the employer.

BG of scheduled commercial bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by foreign bank from outside India shall not be accepted.

The validity of the Bank Guarantee shall be for a period of "one year" or "ninety days, beyond the period of contract /extended contract period (if any)", whichever is more.

The BG (If performance security is provided by the successful bidder in the form of bank guarantee) issued by issuing bank on behalf of the bidder in favour of "_____" shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention "_____" in field no. "7037" of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below: -

Name of Bank: _____
Branch: _____
IFSC Code: _____
Account No. _____
Customer ID: _____

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to Civil Engineering Division of _____(ECL).

In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work may be cancelled with forfeiture of the bid security/earnest money.

Additionally, the company shall debar such defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

When validity of BG is about to expire, the contractor has to extend the validity of BG, if required. If the validity of BG is not extended before 03 days of its expiry, then ECL shall be at liberty to encash the BG.

In case of a JV, the Performance Security can be submitted by the Joint Venture / one or more partners of the joint venture.

In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

Submission of Performance Security is not required for tenders having Estimated Value put to tender upto Rs. 2.00 lakhs (incl. GST). In this case, EMD of successful bidder shall be released within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

"Note (Not part of tender document): -
In the above case, debarment shall be done as per Guidelines on Debarment of firms from Bidding.

4.3 5**%** Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

4.4 All running on account bills shall be paid at 95% (ninety five percent) of work value. The balance 5% shall be treated as retention money and will be second part of security deposit.

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs 25 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs. 25 lakhs.

However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, but in no case less than the period of one year.

Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from Scheduled Commercial Banks as elaborated at Cl.4.2.

4.5 Retention Money should be refunded after issue of No Defect Certificate.

4.6 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

4.7 REFUND OF SECURITY DEPOSIT: The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

On completion of the entire work and issue of defect liability certificate (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit remaining with the company

(Performance Security) shall be refunded as elaborated at Cl. No.4.3.

The other half (Retention Money) shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of six months, subject to the following conditions:

a) Any defect/defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-Charge within the said defect liability period of six months or on its due extension till completion of the rectification works as required.

b) In the case of building work or other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer-in-Charge.

NB: In case of Maintenance contracts, that ends with successful completion of work, where question of Defect Liability Period does not arise (e.g. sweeping / cleaning, horticulture, tank cleaning, jungle cutting, grass cutting, surface dressing etc.), the performance security and retention money (second part of bid security) can be released simultaneously after completion of work and taking over by department.

4.8Consideration of Abnormally Low Bids

In case of Abnormally Low Bid, ECL may in such cases seek written clarifications from the lowest bidder(s), including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analysis, ECL determines that the bidder(s) has substantially failed to demonstrate its capability to deliver the contract at the offered price, ECL may reject the bid / Proposal.

However, it has been provided that in case of compelling circumstances where to ask for Additional Security Deposit Bank Guarantee (BG) in case of ALBs, the same should be taken only with the approval of the next higher authority to the authority competent to finalize the tender

4.9 Refund of Security Deposit regarding Specialized Item of Works (shall be applicable only when relevant item exists in the contract and shall be for 10% of value of such items in the contract or for 10% of value of contract with such specialized items only).

a) For some specialized items of work such as anti-termite treatment, waterproofing work, kiln seasoned and chemically treated wooden shutters, or any other item of work deemed as such 'specialized' by Engineer-in-Charge that are entrusted to specialized firms or contractors who associate specialized agencies, the contractor

/ firm executing the work should be asked to give a specific guarantee that they shall be responsible for removal of any defects cropping up in these works executed by them during the guarantee period. The form of the guarantee to be executed by the contractors shall be as enclosed.

b) 10% security deposit (performance security and retention money) deposited / deducted from the bills of the contractors, relevant to the item(s), shall be refunded to him after expiry of Guarantee period**.** The security amount relevant to the item(s) of work, may be released after 12 months of completion of work against equivalent BG and furnishing Guarantee as at (a) above.

4.10 Refund of security deposit for contracts with supply installation and commissioning of equipment i.e with Mechanical & Electrical Works (shall be applicable only when relevant item exists in the contract)

For some specialized contracts like Pump house, Intake well etc. there may be Civil works as well as Mechanical and Electrical works. For such works 10% as security deposit (performance security and retention money)- deposited / deducted from the bills of the contractors shall be refunded to him after expiry of guarantee period, which will be one year from the date of commissioning of equipment/ completion of work and/or rectification of any defect which may be detected in the individual equipment for the whole system under the contract, whichever is later.

In addition, all types of manufacturers guarantee/warranty wherever applicable are to be issued/ revalidated in the name of the owner by the contractual agency and will be covered with relevant counter guarantee.
Bank guarantees furnished against Performance Security and Retention Money shall be validated for a period 90 days beyond the guarantee period.

5. **Deviations/Variations in Quantities and Pricing.**

The quantities given in the “Schedule of Quantities" are based on estimates and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.
The variation register may be maintained in SAP in electronic form to have a proper control over variations.

5.1 The company through its Engineer-in-Charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work.

The contractor shall be bound to carry out the work(s) in accordance with the instructions given to him in writing by the Engineer-in-Charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work-order. In case there are changes in ground levels from those shown in the approved drawings, they shall be agreed in writing, jointly by the contractor and EIC.

5.2 The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

5.3 If the additional, altered or substituted work includes any class of work for which rate/rates is/are not specified in the contract/work order, rates for such items shall be determined by the Engineer-in-Charge as follows:

a) In the case of percentage tenders, if the rate for the extra item of work executed is available in the company's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract.

However, if the extra item is not available in company's approved SOR, then the rate for such extra item(s) shall be dealt as at (c) below.

b) In case of item rate tenders, the rate for extra item shall be derived from the rate for similar item or near similar item / class of work available in the agreement schedule of work or by analysis of rates as at below and the lower rate out of the above two shall be considered.

In case of composite item rate tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rates shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.

For derivation of rates based on analysis, the same shall be done by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of C.P.W.D/ N.B.O.

c) In the case of extra item(s) that are completely new, and are in addition to the items contained in the contract, the contractor may within 15 days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis. The Engineer-in-Charge shall determine the rate(s) by analysis based on prevalent market rate of material and labour and on standard norms of analysis of rate of CPWD / NBO.

d) In case of combined tender with partly item rate for non-schedule items & partly percentage tenders for SOR items, the rate for extra item shall be derived as at (b) & (c) above in case of non-schedule items rates and in case of percentage rates for SOR items the rate for extra item shall be derived as at (a) above.

In case of any difference between the contractor and the Engineer-In Charge as to the fixation of rates, the matter shall be referred to the accepting authority of the company i.e. GM(C) of the company or Staff Officer(C) for the work awarded at Company Hqrs. level and Area level respectively, whose decision shall be final and binding on the contractor.

5.4 Alteration in the quantities shall not be considered as a change in the condition of the contract nor invalidate any of the provision thereof provided that a deviation estimate / revised estimate / supplementary agreement for the item(s) involved is made. Such approval shall be from appropriate authority.

5.5 Payment for such deviated items [additional/ altered / substituted items of work of the agreement schedule] shall be made in the contractors running on account bills, till the revised estimate / deviation estimate regularizing these items are sanctioned by the competent authority of the company, at the provisional rates and shall not exceed:

a) 75% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company i.e. GM(C) of the company or SO(C) of the Area, if the rate is directly available in the SOR of the company/ if the rate is derived from available rate of BOQ.

b) 50% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company, i.e. GM(C) of the company or SO(C) of the Area, if it is analysed item rates based on prevalent market rates of materials and labour following CPWD / NBO norms.

Total payment for such extra items of work shall not exceed 10% of work order / agreement value / approved deviation estimate value. Also, total payment including extra items of work shall not exceed the work order / agreement / approved deviation estimate value.

5.6 PROVISIONS FOR DEALING WITH VARIATIONS IN RESPECT OF ABNORMALLY HIGH RATE AND ABNORMALLY LOW RATE ITEMS.

The abnormally high rate items are those whose quoted rates are more than 20% of the justified rates decided by the owner.

The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates decided by the owner.

In case of Item Rate Tenders, the revision of rates for (i) abnormally high rate items and (ii) abnormally low rate items, shall become operative under the following circumstances: -

For increase in quantity of more than 25% in respect of works executed below plinth level and 10% in respect of works executed above plinth level.

Quantity variation beyond the limit mentioned above shall be dealt by arriving at new rate based on prevalent market rate of materials and labouranalysed as per standard analysis of rate of CPWD/NBO. Payment of extra quantity over the permitted quantity as explained above would be made on the basis of the new analysed rate.

The variation in quantity of abnormally low rate items for item rate tenders shall not be permitted below 25% for the items below plinth level and below 10% for the items above plinth level of the agreement schedule quantity, but in exceptional cases with written consent of Engineer-in-Charge arising out of technical necessity.

The above provisions shall be applicable for item rate tenders only and not applicable for percentage rate tenders for works based on standard schedule of rates of the company.

For the purpose of operation, the following works shall be treated as works related to foundation, unless otherwise defined in the contract.

a) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
b) For abutments, piers and well steining : All works up to 1.2m above the bed level.
c) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs / tanks and other elevated structures: all works up to 1.2 metres above the ground level.
d) For reservoirs / tanks (other than overhead reservoirs / tanks): All works up to 1.2 metres above the ground level.
e) For basement: all works up to 1.2m above ground level or up to floor 1 level whichever is lower.

For Roads, all items of excavation and filling including treatment of sub base.

5.7 The time of completion of the originally contracted work shall be extended by the company in the event of any deviation resulting in additional cost over the awarded value, if requested by the contractor as follows: -

(i) In the proportion which the additional cost of the altered, additional or substituted work (in value) bears to the original tendered value plus.

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

5.8 The company through its Engineer-in-Charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by the Engineer-in-Charge. No claim from the Contractor shall be entertained/ accepted on these grounds.

5.9 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope/nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation and the rate/rates to be paid for such deviations shall be resolved separately with the company as per the procedures/ norms laid down hereafter.

5.10Extension of AMC contracts (*applicable only for AMC contracts***)**-
The AMC Contracts shall be normally for two years or as specified in the NIT from the date of commencement. However, in exceptional cases of exigencies, ECL reserves the right to *Extend the Contract* for a period of 30% of the contract period as specified in NIT or for a period of 08 months, whichever is lesser after due appraisal of performance at the end of the Contract on the same terms and conditions.

6. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor.

Immediately after the contract is concluded i.e. LOA / Work Order is issued, the Engineer-in-Charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a construction schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the LOA /work order.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10* (ten) days from the issue of Letter of Acceptance of Tender or 7(seven) days after handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later. However, the Date of Commencement may be decided with mutual consent with the Contractor prior to the date as prescribed above.

* For Specialized Works/ High Value Works (above Rs. 5 crores), the period shall be 30 days.

6.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order and also to debar the contractor to take part in the future re-tender.

The Company may debar such defaulting Contractors from participating in future Tenders for a minimum period of 12(twelve) months.

6.2 If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages):

i) @ half percent (½ %) of the contract amount/Revised Contract amount whichever is less, per week of delay.

OR

ii) ½ % of the contract-value of group of items/ revised completion value of group of items whichever is less, per week of delay, for which a separate period of completion is originally given.

The aggregate of such compensation/ compensations shall not exceed:

i)10% (ten) percent of the total amount of the contract/ Revised contract amount, whichever is less.

OR

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ii) 10% of the contract-value of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.

The LD will be applicable on the price as varied by the operation of the Price Variation Clause i.e. price variation amount shall be added/ deducted to the contract price for deriving the LD.

6.2.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract amount/ Revised Contract amount of the works whichever is less for each week or part of the week subject to a ceiling as described at Cl.6.2.

6.2.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

6.2.3 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

6.2.4 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to impose penalty/LD as deliberated at Clause 10. Additionally, the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges (Except EMD) from the supplier/vendor, the same will be recovered along with GST (if applicable) and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

6.3 The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

6.4 Extension of Contract Time for completion

A. **Force Majeure (FM**): Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM).

   Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence duly certified by the local chamber of commerce or statutory authorities, the beginning and end of FM occurrence and cessation of such Force Majeure condition. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

   For delays arising out of Force Majeure, the bidder / contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the clauses of Force Majeure and neither company shall be liable to pay nor bidder / contractor shall be liable to claim extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually

established that Force majeure conditions did actually exists.

B. **Delays in Execution**

A work may be completed ahead of schedule or delayed due to unforeseen fortuitous circumstances, extra effort or developments beyond the control of ECL or the tenderer and it is sometimes difficult to apportion credit or responsibility. The contractor may experience delay or disruption due to his own actions or inaction, those of his sub-contractor or other contractors, those of ECL or the engineer, or other causes. Such delays expose the non-performing party to various sanctions under the contract. These sanctions include extension of time, damages or default termination of the contract. While examining the request of the contractor for extension of time, the engineer shall consider all circumstances and categorise the delays as follows:

a) Excusable delays - Force Majeure (FM), that is, acts of God, abnormal weather, floods, and so on, applies;
b) Compensable delays – or Compensation Events, which put full burden of responsibility on ECL; and
c) Inexcusable delay (contractor's own faults), which puts the full burden of responsibility on the contractor.
d) Concurrent delays - when two or more events responsible for delay overlap each other. The delays may be attributable to ECL or the contractor or none, and fall in above categories. The eligibility for extension of time (EOT) should be determined by plotting each contributing concurrent delay on the critical path. ECL should see that the concurrent delays do not result in unnecessary extra extension of time.

C. Once the delay is categorised, it should then be determined not only whether the contractor is eligible for time extension but also whether sanctions, such as Liquidated Damage (LD) or default termination, can be imposed on the contractor.

D. The time for completion of the work will be specified in the contract and it is understood that the completion of work within the time specified is an essential part of this contract. While ascertaining the reasons for delay beyond the control of the control of contractor, the following delays shall be considered as "Hinderance": -

a. Excusable delays
b. Compensable delays
c. Portion of Concurrent delays to be decided judiciously by the EIC.

E. More precisely, if any delay in the completion of the work is likely to be caused by any of the following reasons, then the contractor immediately upon the occurrence of such delay shall give notice in writing to the Engineer-in-Charge and he shall be allowed a reasonable extension of time for completion in respect of delay caused by any of the below-mentioned circumstances-

a) Force Majeure as defined at 6.4(A);
b) Abnormally bad weather.
c) Non-availability of stores which are the responsibility of the company to supply as per contract.
d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work.
e) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work.
f) Non-availability or breakdown of tools and plant to be made available or made available by the company.
g) The execution of any modified or additional items of work or excess quantity of work.
h) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor
i) Delay caused by any written instruction of the Engineer in Charge.
j) Any circumstances which are wholly beyond the control of the contractor and unavoidable

k) Increase in the overall value of work. The time of completion of the work shall, in the event of any deviation resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor as follows:

i. In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.

ii. 25% of the time calculated in i) above or such further additional time as may be considered reasonable by the Engineer -in –Charge.

l) Portion of Concurrent delays as decided judiciously by the EIC

F. **HINDERANCE REGISTER** shall be maintained by both department and the contractor at site to record the various hindrances encountered during the course of execution.

Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and a dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.

G. Interim Extension of completion time may be granted by Tender Accepting Authority limited to GM(Civil)/HoD for HQ works and Area GM for area works as per provision of clause 6.4.1 below, based on the recommendation of the Engineer-in-Charge of the work during the course of execution of work reserving the right to impose/waive the clause relating to compensation for delay at the time of granting final extension of time depending upon the merit of the case. Final Extension of completion time is to be granted by Tender Approving Authority limited to CMD of ECL.

6.4.1 General Principles for Granting Extension of Time

i) At the time of issuing notice inviting tenders for a particular work the Engineer-in-Charge should specify the time allowed for completion of the work consistent with the magnitude and urgency of the work.

ii) The time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor and shall be reckoned from the Date of Commencement of the work as given to the contractor.

iii) The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract) on the part of the contractor.

iv) To ensure good progress of work during the execution, the contractor shall meticulously follow the preset time and progress chart and in the event of slippages in one segment, all efforts will be made to liquidate the slippages in the next stages.

v) If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds as mentioned above shall make application to Engineer-In-Charge for extension of contract within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period). Engineer-In-Charge shall process the proposal based on the merit of the case for obtaining approval of Competent Authority. Such extension shall be communicated to the contractor in writing by the company through Engineer-in-Charge before the expiry of Contract Period.

vi) Engineer-in-Charge shall process extension of time for the completion of the work if the following conditions are satisfied:

a) The contractor must apply to the Engineer-in-Charge in writing for extension of time.

b) Such application must state the grounds which hindered the contractor in the execution of the work within the stipulated time.

c) Such application must be made within a reasonable period prior to expiry of Contract Period (Preferably not later than 15 days prior to expiry of Contract Period).

d) The Engineer-in-Charge must be of the opinion that the grounds shown for the extension of time are reasonable.

Vii) Deleted

viii) The opinion of the Engineer-in-Charge, whether the grounds shown for the extension of time are or not reasonable, is final. If the Engineer-in-Charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to process the extension of time, the contractor may approach concerned SO(C) /GM (C) /Director (As the case may be) whose opinion shall be final and binding on all concerned.

ix) All interim extensions of time shall be granted by Tender Accepting Authority limited to GM(Civil)/HoD for HQ works and Area GM for area works and all final extension of time shall be granted by Tender Accepting Authority limited to Chairman/ CMD of ECL.

Effort should be made to complete the work within the original contract period or extended period.

x) In case the contractor does not apply for grant of extension of time before the expiry of contract period and the department wants the contractor to continue with the work beyond the stipulated date of completion, the Engineer-in-Charge can process proposal for extension of time even in the absence of application from the contractor as per the following guidelines:

a) Whenever any hindrance comes to the notice of the In Charge of the work, he should at once make a note of such hindrance in the register kept at site. He should also make a report to EIC of the occurrence of such hindrance.

b) The proposal for extension of time should be processed by EIC for obtaining the approval of Competent Authority (Ref Cl (ix) above. This should be processed preferably 15 days prior to the expiry of Contract Period.

c) If the orders of the higher authority are not received in time, he should extend the contract before the stipulated date actually expires so that the contract might remain in force but while communicating this extension of time, he must inform the contractor that this was without prejudice to Company's right to levy compensation under relevant clause of the agreement. Such extension of time given by EIC shall be considered as fait-accompli in future.

xi) The period during which the contract remains valid is a matter of agreement and if the period originally set for the completion of the work comes to an end nothing short of agreement of the party can extend the subsistence and validity of the contract.

xii) When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the contractor or the Department or of both.

The extension, in order to be binding, will have to be by parties' agreement, express or implied.

It therefore, follows that if the extension of time is issued /granted by the Engineer-in-Charge suo-moto as per provisions of Contract Agreement as per Cl 6.4.1(x) and such extension of time is accepted by the contractor, either expressly or implied by his actions before and subsequent to the date of completion, the extension of time granted by the Engineer-in-Charge is valid.

xiii) It is, therefore, necessary that the Engineer-in-Charge grants extension of time as per provisions of the contract even when the contractor does not apply for extension of time in order to keep the contract alive. If the contractor refuses to act upon the extension so granted by Engineer-in-Charge, it will attract the provisions of appropriate clauses of the agreement.

The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-Charge.

7. Material Supply & other facilities:

The contractor shall at his own expense, provide all materials required for the work, unless otherwise specified and the rates quoted by the contractor shall be for finished work inclusive of all materials required for completion of the work as specified in the contract.

* The company may, of its own or at the request of the contractor, supply such materials as may be specified, if available, at rate/rates to be fixed by the Engineer-in-charge.

7.1 For the materials which the company has agreed to supply for the contract, the contractor shall give in writing of his requirements in accordance with the agreed phased programme to the Engineer-in-charge sufficiently in advance.

The value of materials so supplied shall be set off or deducted from the payment to be made for the items of work in which such materials have been consumed, or from any sum then due or to become due to the contractor thereafter.

7.2* The company will supply steel both reinforcement and structural and cement at the following rates inclusive of all taxes. The contractor shall bear all the cost for transportation; handling and storage from the issuing store of the company to contractor's work site store.

i) Reinforcement Steel *: -
   a) M.S. Round : Rs.
   b) Tor Steel : Rs.
   c) Structural Steel : Rs.
ii) Cement * : Rs.
   [* delete whichever is not applicable]

7.3 If the steel is issued by the department, the wastage of steel shall be the barest minimum. The wastage allowed from theoretical quantity will be upto a maximum of 5% to cover the wastage due to cutting into pieces, bending and other factors. No cut pieces or scrap less than 2 mtr. in length will be taken by the department. Efforts should be made to use the cut pieces of 2 mtr. or above length as far as possible.

If the wastage of steel is more than the permissible variation mentioned above the cost of excess wastage made by the contractor shall be recovered at double the issue rates indicated above, or 115% of prevailing market rate along with GST and any other Tax applicable during the period of work, whichever is more.

No allowances shall be entertained on account of Rolling Margin for the steel either issued by the department or procured by the contractor.

7.4 If the cement is issued by the department, the variation of 5% will be permitted over the theoretical consumption of cement for value of work upto Rs.10.00 lakhs and 3% for value of work above Rs.10.00 lakhs. In the event of cement consumed is more/less than specified above, the recovery for the quantity of cement consumed in excess or less than the specified quantity shall be made at double the issue rate or 115% of prevailing market rate along with GST and any other Tax applicable during the period of work, whichever is more.

7.5 In case the department is not able to supply cement/steel as per the provisions of the contract, the Engineer-in-Charge may allow, with the approval of GM/HOD(Civil) of the company, the contractor in writing for procurement of cement/ steel from the approved sources and the extra on this account including transport charges, if any, over the issue rate shall be reimbursed to the contractor on production of authentic documents. Transportation of cement/ steel from the place of purchase to the site of work and proper storage of cement/steel at site shall be contractor's responsibility. He should maintain proper account of cement/steel issued/procured by him and should allow inspection of his godown and his cement/steel account by the concerned Engineer-in-charge or any other authorized officers of the company. Contractor should draw materials from the company on the basis of actual requirement as assessed by the Engineer-in-Charge on "as and when required" basis.

7.6 Recovery of cost of materials issued on sale A/c will be made as per actual consumption basis but the Engineer-in-Charge will have the discretion for making full recovery while processing a particular bill or asking for the return of the balance materials if the work is not progressing satisfactorily.

The contractor shall keep accurate record of materials issued by the company, maintain proper account for the materials received and consumed in the work and shall be open to check by the Engineer-in-Charge or his authorized representative. The contractor shall ensure that such materials are consumed for the contract works only and the Register for the aforesaid account shall be signed both by the representatives of Engineer In Charge and the contractor.

7.7 All materials, tools and plants brought to site by the contractor including the materials supplied by the company shall be deemed to be held in lien by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer-in-Charge. The company shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the contractor.

7.8 The contractor shall bear the cost of loading, transportation to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good condition.

7.9 Any surplus materials issued by the company, remaining after completion or termination of the contract, shall be returned by the contractor at his cost to the place of issue and the Engineer-in-Charge shall accept the same at the rate not exceeding the rate at which these were originally issued taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the contractor. In the event, the contractor fails to return the surplus materials out of those supplied by the company, the Engineer-in-Charge may, in addition to any other liability which the contractor would incur in this regard, by giving notice in writing require the contractor to pay the amount at double the issue rate for such unreturned surplus materials or 115% of the prevailing market rate along with GST and any other Tax applicable during the period of work, whichever is more.

7.10 On completion or on termination of the contract and on complete recovery of secured advance paid by the company, if any, in respect of materials brought to site, the contractor with due permission of the Engineer-in-Charge shall be entitled to remove at his expenses all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.

7.11 All charges on account of GST or any other applicable taxes, duties or levies on materials obtained for the works from any source (excluding materials supplied by the company) shall be borne by the contractor. This clause may be read in conjunction with 13 (ix) of condition of contract.

7.12 The contractor shall arrange necessary electricity at his own cost for the work and his own establishment. However, if available and feasible the company may arrange electricity at one point near the work site and necessary recovery of cost of energy consumed will be made at rates prescribed by the company from time to time. Energy meter for this purpose shall be provided by the contractor.

7.13 The contractor shall arrange necessary water for the work and his own establishment and nothing extra will be paid for the same. Such water used by the contractor shall be fit for construction purposes. However, if available and feasible the company may arrange water, at the written request of the contractor, to the extent possible, at one point near the work site for which recovery @ 1% of the contract value of work done will be made from the contractor's bills. The contractor shall make his own arrangement of water connection and laying of pipe lines from main source of supply. Department do not guarantee to maintain uninterrupted supply of water. No claim of damage or refund of water charges will be entertained on account of such break down.

7.14 Explosives, detonators and other inflammable materials shall not be used in the execution of the work at site by the contractor without prior written permission of the Engineer-in-Charge. Transportation and storage of such materials shall be done in specified manner in accordance with the law in force. The contractor shall also obtain license under such laws for, transportation, storage, use and all other operations, connected with the handling of the same.

8. Quality Assurance - Materials and Workmanship

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the drawings, specifications, (as enclosed or in absence of enclosed specifications current CPWD/BIS specifications) instructions of the Engineer-in-Charge. The Engineer-in-Charge may issue, from time to time, further drawings, detailed instructions/ directions in writing to the contractor. All such drawings, instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/ explanations thereof, if necessary. However, the contractor will be solely responsible for design and erection of all temporary structures required in connection with the work.

8.1 For Quality Assurances of all the Civil Engineering Works the norms/ guidelines laid down by the company herein and elsewhere will form part of the contract for the purpose of quality of works.

8.2 The contractor shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer-in-Charge or by his authorized representative or any other official of higher rank or any other person authorized by the company in his behalf & the contractor shall allow the same.

8.3 All materials to be provided by the contractor shall be in conformity with the specifications/schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer-in-Charge to his satisfaction that the materials do so comply.

8.4 The contractor shall immediately after the award of work draw up a schedule giving dates for submission of samples as required or necessary as per the specification for approval of Engineer-in-Charge who shall approve, if found acceptable, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the sub-contractor.

On receipt of samples as per schedule, the Engineer-in-Charge shall arrange to examine/test with reasonable promptness ensuring conformity of the samples with the required specification and complying with the requirements as per contract documents keeping in view that the work shall be in accordance with the samples approved by him. The contractor shall be bound to furnish fresh sample, if disapproved by the Engineer-in-Charge, for his approval. The contractor shall not start bringing materials at the site unless the respective samples are approved. Materials conforming to approved samples shall only be brought to site. However, Engineer-in-Charge's approval for any sample, design / drawings (permanent / temporary structures) shall not alter contractor's full responsibility whatsoever for the performance and safety of the executed job.

Samples are to be supplied by the contractor at his own cost. The cost involved in tests shall be borne by the contractor. If any test is ordered by the Engineer-in-Charge which is to be carried out by any independent person or agency at any place other than the site even then the cost of materials and testing charge etc. shall be borne by the contractor. If the test shows that the materials are not in accordance with the specifications, the said materials shall not be used in the work and removed from the site at contractors' cost.

8.5 The company, through the Engineer-in-Charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer-in-Charge.

In case of default on the part of the contractor, the Engineer-in-Charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement/rectification shall be borne by the contractor.

8.6 The Engineer-in-Charge shall be entitled to have tests carried out for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. All such expenses born by the contractor are not to be paid separately by the employer and shall be assumed covered in accepted prices.

The cost of any other tests, if so required by the Engineer-in-Charge, shall be borne by the company. However, if the test shows the workmanship or materials not to be in accordance with the provision of the contract or the instruction of Engineer-in-Charge the cost shall be borne by the contractor. .

8.7 Access to the works: The Engineer-in-charge and any person authorized by the company shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

8.8 Inspection of works:i) No work shall be covered up or put out of view without the approval of the Engineer-in-charge or the Engineer-in-charge's representative or any other officer nominated by the company for the purpose and the contractor shall afford full opportunity for the EIC or EIC`s representative or any other officer nominated by the company for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. the contractor shall give due notice to the Engineer-in-charge's representative whenever any such work or foundations is ready or about to be ready for examination and the Engineer-in-charge's representative shall, without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or foundations.

ii) The contractor shall uncover any part or parts of the works or making openings in or through the same as the Engineer-in-Charge may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of Engineer-in-charge.

If any such part or parts have been covered up or put out of view after compliance with the requirement of sub-clause above and are found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through and making good the same shall be borne by the Employer, but in any other cases all costs shall be borne by the contractor.

8.9 Removal of Improper Work and Materials:

i) The Engineer-in-charge shall during the progress of the works have power to order in writing from time to time:

a) The removal from the site, of any materials which in the opinion of Engineer-in-charge, are not in accordance with the contract/ work order/ approved sample.

b) The substitution with proper and suitable materials.
c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment there from, of any work which in respect of materials or workmanship is not in accordance with the contract.

ii) In case of default on the part of the contractor in carrying out such order, the Engineer-in -charge shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon shall be recoverable from the contractor or may be deducted from any amount due or which may become due to the contractor.

8.10 Devaluation of Work : In lieu of rejecting work done or materials supplied not in conformity with the contract/work order/approved samples, the Engineer-in-charge or any other officer nominated by the company for the purpose may allow such work or materials to remain, provided the Engineer-in-Charge/ the officer nominated by the company is satisfied with the quality of any materials, or the strength and structural safety of the work, and in that case shall make such deduction for the difference in value, as in his opinion may be reasonable.

8.11 Final Inspection of Work: The Engineer-in-charge and any other officer nominated by the company for the purpose shall make final inspection of all work included in the contract/work order, or any portion thereof, or any completed structure forming part of the work of the contract, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Engineer-in-charge at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance can be made.

8.12 Defects appearing after acceptance: Any defects which may appear within the defect liability period and arising, in the opinion of the Engineer-in-charge, from lack of conformance with the drawings and specifications, shall, if so required by the Engineer-in-charge in writing, be remedied by the contractor at his own cost within the time stipulated by the Engineer-in-charge. If the contractor fails to comply, the Engineer-in-charge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.

8.13 Site Order Book: A Site Order Book is a Register duly certified by the Engineer-in-charge regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of contract/ work order and the aforesaid certificate should be recorded on its first page.

Site Order Books shall be maintained on the sites of works and should never be removed there from under any circumstances. It shall be the property of the company. The Engineer-in-Charge or his authorized representative shall duly record his observations regarding any work which needs action on the part of the contractor like, improvement in the quality of work, failure to adhere to the scheduled programme etc. as per contract/work order. The contractor shall promptly sign the site order book and note the orders given therein by the EIC or his representative and comply with them. The compliance shall be reported by the contractor in writing to EIC in time so that it can be checked.

The Site Order Book will be consulted by the Engineer-in-Charge at the time of making both running on account and final bills of the contractor. A certificate to this effect should be given in the Measurement books by the Engineer-in-Charge or his representative.

8.14 Samples and Testing of Materials: All the materials to be procured by the contractor and to be used in work shall be approved by the Engineer-in-Charge in advance, and shall pass the tests and analysis

required by him, which will be as specified in the specifications of the items concerned and or as specified by BIS or the IRC / MORTH standard specifications acceptable to the Engineer-in-Charge. The method of sampling and testing shall be as per the relevant BIS, IRC/ MORTH and other relevant standards and practices. Minor minerals like sand, stone chips etc. shall be conforming to relevant BIS standards. All bought out items including Cement and Steel shall be procured from such manufacturers who hold valid license conforming to relevant BIS standards for manufacturing of such items.

8.15 Storage of Materials: Materials shall be so stored as to ensure the preservation of the quality and fitness for the work. When considered necessary by the Engineer-in-charge, they shall be placed on wooden platforms or other hard, clean surfaces and not directly on the ground.

Materials shall be placed under cover when so directed and the contractor shall erect and maintain at his own cost temporary weather-proof sheds at the work site for the purpose. Stored materials shall be so located as to facilitate prompt inspection. All stored materials shall be inspected at the time of use in the work, even though they may have been inspected and approved before being placed in storage or during storage.

8.16 Defective Materials: All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected. They shall be removed immediately by the contractor at his expenses and replaced with acceptable material.

No rejected material, the defects of which have been subsequently corrected, shall be used on the work until approval in writing has been given by the Engineer-in-Charge. Upon failure on the part of the contractor to comply with any instruction of the Engineer-in-charge made under the provisions of this article within the time stipulated by the Engineer-in-charge, the Engineer-in-charge shall have authority to remove and replace defective material and recover the cost of removal and replacement from the contractor.

Further all such defective material lying at site not removed and replaced within 30 days after issue of notice by the Engineer-in-charge, if the Engineer-in-charge so decides shall dispose off such material in any manner without any further written notice to the contractor.

9. Measurement and Payments

Except where any general or detailed description of the work in the Bill of Quantities or specifications of the contract/ work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement published by the Bureau of Indian Standards (BIS) and if not covered by the above, other relevant Standards/practices shall be followed as per instructions of the Engineer-in-Charge.

9.1 All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the Measurement Book as prescribed by the company so that a complete record of the measurements is available for all the works executed under the contract and the value of the work executed can be ascertained and determined there from. Measurements of completed work / portion of completed work shall be recorded only in the Measurement Books.

9.2 Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative.

9.3 Before taking measurements of any work, the Engineer-in-Charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any measurements, a note to that effect shall be made in the Measurement Book / Log Book and signed and dated by both the parties.

9.4 The measurement of the portion of work/items of work objected to, shall be re-measured by the Engineer-in-Charge himself or the authority nominated by the company for the purpose in the presence of the contractor or his authorized representative and recorded in the M.B. which shall be signed and dated by both the parties. Measurements so recorded shall be final and binding upon the contractor and no claim whatsoever shall thereafter be entertained.

In case the contractor or his authorized representative does not attend to the joint measurements at the prefixed date and time after due notice, the measurements taken by the Engineer-in-Charge or his representative shall be final and binding on the contractor.

Measurement of the extra items of work or excess quantities of work duly authorized in writing by the Engineer-in-Charge shall also be taken and recorded in the M.B. based on the existing items in the SOR of the company and if such items do not exist in the company's SOR, the description of the work shall be as per actual execution. Payment for such extra items will be based on the rates to be derived as described in the relevant clauses of the contract/ work-order.

9.5 No work shall be covered up or put out of view without the approval by the Engineer-in-Charge and recording of measurements and check measurement thereof duly accepted by the contractor. The contractor shall provide full opportunity to the Engineer-in-Charge or his representative to examine and measure all works to be covered up and to examine the foundations before covering up.

The contractor shall also give notice to Engineer-in-Charge whenever such works or foundations are ready for examination and the Engineer-in-Charge shall without unreasonable delay arrange to inspect and to record the measurements, if the work is acceptable and advise the contractor regarding covering of such works or foundations.

9.6 In case of items which are claimed by the contractor but are not admissible according to the department, measurements of such items, will be taken for record purposes only and without prejudice so that in case it is subsequently decided by the department to admit the contractor's claims, there should be no difficulty in determining the quantities of such work. A suitable remark should, however, be made against such measurements to guard against payment in the ordinary way.

9.7 Payments: The running on account payments may be made once in a month or at intervals stipulated in the work order/ contract agreement.

9.7.01 Running on account bill/bills for the work executed/ materials supplied in accordance with the work order/ contract shall be prepared on the basis of detailed measurements recorded as described hereinbefore and processed for payments.

9.7.02 Payment of on account bill shall be made on the Engineer-in-Charge's certifying the sum to which the contractor is considered entitled by way of interim payment for the following:

a) The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the work order/ contract.

b) (i) Payment for excess quantity of work done with the written instructions of the Engineer-in-Charge for items already appearing in the bill of quantities of work with approved rates, will be made along with the on-account bills only up to 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value.

(ii) The GM(Civil) of the company and / or the Staff Officer(C) ofthe Area may authorize interim payment for excess work done up to 20 % of the quantity of work provided in the Bill of Quantity of the work awarded from Company level and Area level respectively subject to overall value of work done does not exceed the contract value. This however, shall not be applicable for High Value Items.

c) Extra items of work executed will be paid on specific written authorization of GM(C) of the company or Staff Officer (Civil) of the Area provided that the value of such extra items of work when added together is not more than 10% of the contract value and the total gross payment including excess quantity does not exceed the contract value.

Balance amount on account of excess quantity and extra items of work executed shall be paid after the deviation estimate / revised estimate regularizing the extra items and excess quantities of work is sanctioned by the competent authority of the company with the concurrence of the Finance Department of the company.

d) On the Engineer-in-Charge's certificate of completion in respect of the work covered by the contract / final measurements of the work certified by the Engineer In Charge or his representative.

9.7.03 The measurements shall be entered in the M.B for the work done up to the date of completion and evaluated based on the approved rates for the items in the contract agreement/sanctioned revised estimate. In case of extra items of work, the rates shall be derived as stated in the relevant clause of the contract.

The payments shall be released against the final bill subject to all deductions which may be made on account of materials supplied, water supply for construction, supply of electricity and any other dues payable by the contractor to the company, and further subject to the contractor having given to the Engineer-in-Charge a no claim certificate.

The contractor shall indemnify the company against proof of depositing royalty on account of minor minerals used in the work before the final bill is processed for payments. The final payment to be made will also be subject to Clause-4.6 & 4.7 of the General Terms & Conditions of the contract.

9.7.04 Any certificate given by the Engineer-in-Charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relate is/are in accordance with the contract and may be modified or corrected by the Engineer-in-Charge by any subsequent certificate or by the final certificate.

9.7.05 The company reserve the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are thesubject matter of arbitration or not.

The amount of such overpayments shall be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or form the contractor's security deposit or the contractor shall pay the amount of over payment on demand. In case of contractor's non-payment on such demand, the same should be realised from the contractor's dues, if any, with Coal India Limited or any of its subsidiaries.

9.7.06 The contractors are required to execute all works satisfactorily and according to the specifications laid down in the contract/ work order. If certain items of work, executed by the contractor, are below specifications, the contractor should re-do them according to the specifications and instructions of EIC and if the contractor fails to rectify the defect within the time and in the manner specified by the EIC, the work shall be got re-done or rectified by the department at the risk and cost of the contractor. Engineer-in-Charge may accept such work of below specifications provided the department is satisfied with the quality of such works and the strength/ structural safety of such works. In that case Engineer-in-Charge shall make such deductions for the difference in value, as in his opinion is reasonable and is approved by the accepting authority of the company i.e. GM/HoD(C) of the company in this case or any other officer nominated by GM/HoD(C) for the purpose.

9.7.07 Payment Stage: The payment stage involved will be as under,

i. Signature of Subordinate Engineer(Civil)/ EA(Civil)/ Sr. Overseer(C) / Overseer(C) in MB's both in pages recording measurements, abstract of bill & the duly filled in bill form.
ii. Signature of Sr. Officer(C)/ Asstt. Manager(Civil) with appropriate check measurements in the MB's and the bill form.
iii. Signature of Dy. Manager(C)/ Manager(C) with appropriate check measurements in MB's and the bill form.
iv. Signature of Engineer-in-Charge as per definition as at clause 1(vii) of the General Terms and Conditions, as a token of acceptance for payment of the bill. The EIC may sign in the abstract of the bill in the MB & the bill form. In between stage iii) and iv) accountal checking may be made by the concerned Accounts Officer/ Accountant.

(In case of non-availability of officials as at (i) above, company may authorize suitable executives for the works outlined at (i). Further for check measurement also company may authorize Executives based on availability.

9.7.08 Secured Advance against Material brought to Site

Secured advance on the security of materials (which are not combustible, fragile or perishable in nature) brought to the site but not yet incorporated in the works will be made up to 75 (seventy-five) per cent of invoice value, or the 75 (seventy-five) per cent of the corresponding value of the materials determined on the basis of BOQ rates, whichever is less, subject to the condition that their quantities are not excessive and shallbe used within a period of 90 (ninety) days and subject to other stipulations in the contract. The contractor will be required to submit an indemnity bond as per prescribed Form of the company on non-judicial stamp paper of prescribed value, hypothecating the goods to the procuring entity, and also be responsible for their safe custody. Before the advance is released, the procuring entity may inspect the site to ensure that the Contractor has safeguarded the materials against pilferage and deterioration. It may be ensured that the contractor has not taken any loan/ limit from banks against hypothecation of the materials against which the secured advance is claimed. An undertaking in this regard may also be taken from the contractor.

Generally, as per the provisions of the contracts, the contractors are required to submit proof of cost of materials and the delivery of material at site while claiming such advances. The stock register should be maintained from the commencement of the contract and, unless otherwise prescribed in the contracts, the stock, so considered for advance, should generally be only paid stock (and not brought on credit). Where the materials are supplied from a captive source of the contractor, the reasonableness of the valuation of such materials may be ensured.
The advance will be repaid from each succeeding running bill (periodic/ interim payment) to the extent materials for which advance has been previously paid have been incorporated into the works.

This advance shall be recovered in four equal installments or as per consumption whichever is higher. Engineer-in-Charge shall recover at his discretion all or any part of secured advance paid, if in his opinion the work is not progressing satisfactorily or the security of these materials at siteis not adequately taken care of by the contractor. In all cases, the repayment of the advance will be affected after expiry of a period of 120 days since payment of advance, whether the material is consumed in the work or not.

Secured advance shall be payable for contracts of value above Rs 1.00 Cr only.

At any point of time the outstanding recoverable secured advance shall not be more than 10% of the contract value.

9.8 Income tax deduction @ 2% (Two percent) of the gross value (excluding GST) of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income

Tax Department. Further, TDS under GST will be deducted at applicable rates as per the provisions of GST Act wherever applicable.

Building and Construction Workers Cess (as applicable in States) shall be payable by the contractor. If, however, the company is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.

9.9 No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work-order.

10 Termination, Cancellation, Suspension and Foreclosure of Contract

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, and whether the date of completion has or has not elapsed, by two weeks show cause notice in writing if the contractor: -

a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-Charge, then on the expiry of the period as specified in the notice

Or

b) commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-Charge, then on the expiry of the period as may be specified by the Engineer-in-Charge in a notice in writing.

Or

c) obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering

Or

d) shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for his company.

Or

e) fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-Charge in a notice in writing.

Or

f) transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-Charge. The Engineer-in-Charge may by giving a written notice, cancel the whole contract or portion of it in default.

Or

g) breach of the prohibition against sub-contracting

Or

h) Committed fraud

However, the contractor shall continue to fulfil the contract to the extent not terminated.

10.1 The contract shall also stand terminated under any of the following circumstances:

a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors company or by an order of court, not being a voluntary liquidation proceedings for

the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.

d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

10.2 On cancellation of the contract (except action as per clause 6.1 of GCC) or on termination of the contract, the Engineer-in-charge shall have powers:

a. To take possession of the site, any materials, constructional plant, equipment, stores etc. thereon and carry out balance work through any means or through any other agency.

b. To give the contractor or his representative of the work 7 (seven) days' noticein writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-Charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

c. After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

i) Forfeiture of security deposit comprising of performance guarantee and retention money at the disposal of the employer.

Or

ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or

actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 10.1(d).

10.3 Suspension of Work:

Suspension of work – The Company shall have power to suspend the work. The contractor shall on receipt of the order in writing of Engineer-in -charge (whose decision shall be final and binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons:

a) on account of any default on the part of the contractor, or
b) for proper execution of the works, or part thereof, for reasons other than the default of the contractor or,
c) for safety of the works, or part thereof.

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Engineer-in-charge. If the suspension is ordered for reasons (b) & (c), the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%. This shall also be applicable for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

The contractor shall carry out the instructions given in this respect by the Engineer-In Charge & if such suspension exceeds 45 (forty-five) days, the contractor will be compensated on mutually agreed terms.

10.4 Foreclosure of contract:

If at any time after acceptance of the tender the company decides to abandon or reduce the scope of work for any reason whatsoever the company, through its Engineer-in-Charge, shall give notice in writing to that effect to the contractor and contractor shall act accordingly in the matter. In the event of abandonment, the contractor shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below: -

a) to pay reasonable amount assessed and certified by the Engineer-in-Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.

b) to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.

c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the EIC.

d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.

e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

10.4.01 The contractor shall, if required by the Engineer-in-Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-Charge to assess the amounts
payable in terms of clauses10.4(a) (c) & (e) of the contract. The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

11. Carrying out Part Work at Risk & Cost of Contractor.

If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable other than on account of delayed completion.

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away part work was issued to the contractor. The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.
If the expenses incurred by the department is less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

Note: In this case, the provisions like SPLT (Refer Clause No. 4.01.11 of Part I of MCEW) may be resorted to by ECL.

12. Completion Certificate / Defect Liability Certificate

Except in cases where the contract provides for "Performance Test" before issue of Defect Liability certificate, in which case the issue of Defect Liability certificate shall be in accordance with the procedure specified therein, the contractor shall give notice of completion of work, as soon as the work is completed, to the Engineer-in-Charge. The Engineer-in-Charge and or any other Officer, nominated for the purpose by the company, shall within 30 (thirty) days from the receipt thereof, inspect the work and ascertain the defects/deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate.

If the defects, according to the Engineer-in-Charge are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects/remove deficiencies within the period and in the manner to be specified therein. In such cases Defect Liability Certificate will be issued by the EIC after the above rectifications are carried out/ deficiencies are removed by the contractor to the satisfaction of EIC.

In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer-in-Charge is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the Defect Liability Certificate (Taking Over Certificate with list of defects)indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reasons there for and with necessary instructions to the contractor to clear the site/place of work or all debris/ waste materials, scaffoldings, sheds, surplus materials etc. making it clean.

12.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate Defect Liability certificate for such items or groups of items may be issued by the Engineer-in-Charge after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect.

Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.

12.2 Before the date fixed for completion of work, the work as well as the site of work are to be made clean after removal of rubbish, scaffolding, surplus materials, temporary structures etc.

12.3 In case of contractor's failure to clear the site, the EIC shall have right to get the work done. The cost thereof shall be recovered from the final bill of the contractor.

13. Additional Responsibilities of the Contractor(s)

The cost on account of the "Additional Responsibilities of the Contractors" under this clause is deemed to be included in the tendered rates.

i) The company reserves the rights to let other contractors also work in connection with the Project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.

ii) The contractor/contractors shall keep on the work site during the progress a competent and experienced Resident Engineer exclusively for the work and necessary assistants who shall represent the contractor(s). The contractor shall employ, on the site in connection with the execution and maintenance of the work, technical and managerial staff as mentioned below.

Sl.No.	Value of Work	Manpower Requirement
1.	More than 10 Crores	One Resident Engineer (Degree Holder), Two Engineers (Diploma Holder)
2.	5 Crores to 10 Crores	One Resident Engineer (Graduate/ Diploma Holder), One Engineer (Diploma Holder)
3.	1 Crore to 5 Crores	One Resident Engineer (Graduate/ Diploma Holder)

For works below Rs.1 crore, the deployment of manpower shall be as assessed by Engineer.

The contractor shall intimate the Engineer-in-Charge in writing the names, qualifications, experience and full postal address of each and every technical personnel employed at site by him.

The contractor(s) shall not be allowed to execute the work unless he/they engage the required technical staff as assessed by Engineer-in-charge or as specifically mentioned in the bid. The delay on this account, if any, shall be the contractor's responsibility.

Important instructions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself /

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themselves and not approved by the Engineer-in-Charge. It shall be his/their duty to immediately inform the Engineer-in-Charge in writing and the Engineer-in-Charge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.

iii) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Engineer-in-Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders.

The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act.

The contractor shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff and workers under his employment.
iv) Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s).In case of accidents, the contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force and the contractor shall indemnify the company against any claim on this account.

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer-in-Charge or his authorized representative whenever they want and the structure must be strong, durable, and safe and of such design as required by Engineer-in-Charge.

In no case any structure condemned by the Engineer-in-Charge or his authorized representatives shall be kept on the work and such structure must be pulled down within three hours of such condemnation and any certificate or instructions, however, shall in no way absolve the contractor/contractors from his/their responsibility, as an employer, as the company shall in no way be responsible for any claim.

The contractor / contractors shall at all times exercises reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State Govt. or Central Govt. or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

v) The contractor / contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/ their work.

vi) The contractor shall maintain all records as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules,1971, Minimum Wages Act, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer-in-Charge or by the nominated representative of the Principal Employer.

vii) The contractor/ contractors shall provide facilities for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-Charge. The contractor/ contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under this item shall be covered by the contractor/contractor's tendered rates.

viii) The contractor/contractors shall furnish to the Engineer-in-Charge or his authorized representative with work reports from time to time regarding the contractor / contractors organization and the progress made by him / them in the execution of the work as per the contract.

For Capital/ Specialized works with estimated value more than 10 Cr and more, the contractor has to submit project specific monthly progress report of the work in a computerized form (Management Information System Reports– MIS reports). The progress report shall contain the following apart from whatever else may be required to be specified:

i) Project information, giving the broad features of the contract.
ii) Introduction, giving a brief scope of the work under the contract and the broad structural or other details.

iii) Construction schedule of the various components of the work, through a bar chart for the next three quarters for as may be specified, showing the milestones, targeted tasks and up to date progress.
iv) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format.
v) Plant and machinery statement, indicating those deployed in the work, and their working status.
vi) Man-power statement, indicating individually the names of all the staff deployed in the work along with their designations.
vii) Financial statement, indicating the broad details of all the running account payments received up to date, such as gross value of work done, advances taken, recoveries effected, amounts withheld, net payments, details of cheque payments received, etc.
viii) A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, broad details of the bank Guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted from the department, etc.
ix) Progress photographs, in colour, of the various items/ components of the work done up to date, to indicate visually the actual progress of the work.
x) Quality assurance and quality control tests conducted during the month, with the results thereof.
xi) Any hold-up shall be specified.
xii) Dispute, if any, shall also be highlighted.
xiii) Monthly or fortnightly progress review by engineer and Procuring Entity with contractor may be necessary to ensure that contractor deploys sufficient resources to meet the deadlines.

ix) All duties, taxes (excluding Goods and Services Tax and GST Compensation Cess (If applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable by the bidder/Contractor under the Contract (during the entire period of contract), or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse change mechanism shall be computed by system in BOQ sheet as per predefined logic.

All investments, operating expenses, incidentals, overheads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.
However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.
The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. ECL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of contractor.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or

GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by ECL directly to concerned authorities in terms with GST provisions.

Input tax credit is to be availed by ECL as per rule.

If ECL fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to ECL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes &cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest and penalty, if any.

The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.
In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

x) The contractor / contractors shall make his / their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to entire satisfaction of the company.

xi) The contractor / contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost.

xii) The work shall not be sublet to any other party, unless approved by Engineer-in-Charge, in writing. Prior permission is required to be taken from the owner for engagement of sub-contractor in part work/ piece rated work.

xiii) a) No fruit trees or valuable plants or trees with trunk diameter exceeding 150mm shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plants shall be deducted from the contractor/contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees up to 150 mm dia., as will be permitted by the Engineer-in-Charge in writing.

b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The Contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with him.

xiv) The contractor / contractors shall not pay less than the minimum wages to the labourer engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force. The contractor / contractors shall make necessary payments of the provident fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and allied scheme and Miscellaneous Provisions Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

Payable statutory payments like PF & ESI contributions paid to the contract workers as applicable shall be reimbursed to the contractor on production of proof of payment limited to the maximum likely number of workmen to be deployed as indicated in the tender document. Such payments shall be made on quarterly basis and shall not be included in the Contract Value.

xv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer in online mode including payment of provident fund considered necessary.

xvi) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following:

a) The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.
However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the contractor. The contractor must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.

b) The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act
as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F. or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

c) The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

xvii)The contractor is under obligation to hand over to the company the vacant possession of the completed building structures failing which the Engineer-in-Charge can impose a levy upon the contractor upto 5% of the total contract value for the delay in handing over the vacant possession of the completed works after giving a 15 (fifteen) days' notice to the contractor.

xviii) **Insurance** - The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge.

The contractor/contractors shall take following insurance policies during the full contract period at his own cost:
a). In the case of construction works, without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the works and for all materials at site so that the value of the

works executed and the materials at site up to date are sufficiently covered against risk of loss/damage to the extent as permissible under the law of insurance. The contractor shall arrange insurance in joint names of the company and the contractor. All premiums and other insurance charges of the said insurance policy shall be borne by the contractor.

The terms of the insurance policy shall be such that all insurance claims and compensations payable by the insurers, shall be paid to the Employer and the same shall be released to the contractor in installments as may be certified by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers. Policies and certificates for insurance shall be delivered by the contractor to the EIC for his approval before the starting date. Alterations to the terms of insurance shall not be made without the approval of EIC.

b). Where any company building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the company.

c) The contractor shall at all times during the tenure of the contract indemnify the company against all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages, or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

d) The contractor shall ensure that the insurance policy/ policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of the company and a provision is made to this effect in all policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

e) In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the contractor.

THE CLAUSE 13(xviii) SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER Rs. 50 LAKHS.

xix**) Setting Out:** The contractor shall be responsible for the contract and proper setting out of the works and correctness of the position, reduced levels, dimensions and alignment of all parts of the work including marking out the correct lay out in reference to the permanent bench mark and reference points. Only one permanent bench mark and basic reference lines shall be marked and shown to the contractor as basic data.

The contractor shall have all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of work any error is detected in respect of the position, levels, dimensions or alignment of any part of the work, the contractor on being required to do so by the Engineer-in-Charge or his representative shall at the expenses of the contractor rectify such errors to the satisfaction of Engineer-in-Charge unless such error is due to incorrect data supplied by the Engineer-in-Charge.

xx) On receipt of Letter of Acceptance of Tender / Work Order the contractor shall forthwith Register and obtain License from the competent authority under the Contract Labour (Regulation & Abolition)Act 1970,the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Engineer-in-Charge and the Principal Employer.

xxi) Deleted

xxii) The contractor shall, in connection with works, provide and maintain, at his own cost, all lights, security guards, fencing when and where necessary as required by the Engineer-in-Charge for the purpose of protection of the works, materials at site, safety of workmen and convenience of the public.

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xxiii) All materials (e.g. stone, moorumand other materials) obtained in the course of execution of the work during excavation and dismantling etc. shall be the property of the company and the same may be issued to the contractors, if required for use in the works at the rates to be fixed by the Engineer-in-Charge.

xxiv) Unless otherwise specifically provided for, dewatering of excavation pits, working areas etc. shall be the contractor's responsibility and is to be carried out at his own cost as per instructions of EIC. The rates quoted by the contractor shall be deemed to include the dewatering costs.

xxv) Approval by the Nodal Officer/Engineer-in-Charge or his nominee: The contractor shall submit specifications and drawings showing the proposed temporary work to the Nodal Officer/Engineer-in-Charge or his nominee, who is to approve them if they comply with the specifications and drawings.

The contractor shall be responsible for design of Temporary Works.

The Nodal Officer/Engineer-in-charge or his nominee's approval shall not alter the contractor's responsibility for design of the Temporary Works.

xxvi) The contractor shall directly pay the ex-gratia amount of Rs.15.00 (Fifteen) lakhs to the eligible dependent family members of the deceased contractor's worker, who died in mine accident as certified by DGMS, to whom the statutory benefits under Employee Compensation Act, Provident Fund etc. have been paid, as per the terms of contract or through Insurance Company by availing Group Personal Accident Insurance Policy for all its workers before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by ECL.

In order to comply with the above provisions, contractor shall immediately on receipt of letter of acceptance/work order shall obtain group personal accident insurance in respect of all the workmen engaged in mining activities for payment of Rs.15.00(fifteen) lakhs in case of death in mine accident. A proof to such effect shall be produced to the satisfaction of the management before commencement of the work. However, the responsibility of payment of special relief/ex-gratia amount shall lie exclusively with the Contractor.

If the contractor fails to disburse the special Relief/Ex-gratia within the due date, the subsidiary concerned may make payment to the eligible dependent as mentioned herein above. However, such amount shall be recovered from the Contractor from his dues either in the same and/or other subsidiaries of CIL.

14. Defects Liability Period:

In addition to the defect/s to be rectified by the contractor as per terms of the contract/ work order, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereunder within such period as may be stipulated by the Engineer-in-Charge in writing:

a) Any defect/defects in the work detected by the Engineer-in-Charge within a period of 6 (six) months from the date of issue of Defect Liability certificate / completion certificate.

b) In the case of building works or other works of similar nature any defect in the work detected by the Engineer-in-Charge within a period of 6 (six) months from the date of issue of Defect Liability certificate/ completion certificate or before the expiry of one full monsoon period i.e. June to September whichever is later in point of time.

14.1 A programme shall be drawn by the contractor and the Engineer-in-Charge for carrying out the defects by the contractor detected within the defect liability period and if the contractor fails to adhere to this programme, the Engineer-in-Charge shall be at liberty to procure proper materials and carry out the rectifications in any manner considered advisable under the circumstances and the cost of such procurement of materials and rectification work shall be chargeable to the contractor and recoverable from any of the pending dues of the contractors.

The defect liability period can be extended by the company on getting request from the contractor only for valid reasons.

There will be no defect liability period for works like Grass Cutting, Jungle Cutting, Surface Dressing & any other work of similar nature to be decided by the Engineer-in-Charge.

15. Operating and Maintenance Manual:

1. The Contractor is responsible to facilitate for obtaining Completion/ Occupancy Certificates/ Clearances and No-Objection-Certificates (NOCs), if applicable, from the local civic authorities, for completed Work and Facilities before handing over the same to 'Procuring Entity' for putting them to functional use.

2. Before the completed work is taken over by ECL, it must ensure that the Contractor restores to original status - the auxiliary services/ facilities (Roads, Sewerage, utilities, including removal of garbage and debris) affected during the construction process.

3. The Contractor shall hand over to ECL the completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Specifications fulfilling all agreed techno-functional requirements along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc. as directed by EIC before submission of final bill.

16. Settlement of Disputes.

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.
The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.
Effort shall be made to resolve the dispute in two stages:
In first stage dispute shall be referred to Area GM/GM,HoD(C). If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.
If differences still persist, then matter shall be resolved through conciliation.

Conciliation:
The party initiating conciliation shall send a written invitation to the other party to conciliate and proceedings shall commence when the other party accepts the initiations to conciliation. The parties may agree on the name of a sole conciliator or each party may appoint one conciliator. The conciliation shall assist the parties to reach an amicable settlement of their dispute. When the parties sign the settlement agreement, it shall be final and binding on the parties. The conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party.

If differences still persist, the settlement of the dispute shall be resolved in the following manner:
Disputes or differences relating to the interpretation and application of provisions of the commercial contract(s) between CPSEs/ Port Trusts interse and also between CPSEs and Govt. Departments/ organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Department shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) in the department of Public Enterprises. as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December,2022 and the decision of AMRCD on the said dispute will be binding on both the parties.
In case of parties other than above Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

16A Settlement of Disputes through Arbitration
(i) Normally, there should not be any scope of dispute between the employer (department) and the contractor after entering into a mutually agreed valid contract. However, due to various unforeseen reasons, disputes may arise during the progress of the contract between the employer (department) and the contractor.

Therefore, the conditions governing the contract shall contain suitable provision for settlement of such disputes / differences binding on both the parties.
(ii) Mode of settlement of such disputes/differences shall be through Arbitration. However, when a dispute/difference arises, then, depending on the position of the case, either the employer (department) or the contractor shall give notice to the other party of its intention to commence arbitration. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015.
(iii) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued or such other place as the Chairman, CIL / CMD of Subsidiary Company (as the case may be) at his discretion may determine.
(iv) Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.
(v) Legal Advice:
While processing a case for arbitration, the purchase organization is to take legal advice, at appropriate stages from competent authorities viz their Legal Department.
(vi) Following clause shall be included in the General Conditions of the Contract (GCC):

Sole Arbitration Clause:
In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Chairman, CIL/ CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.
(a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Chairman, CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
(b) It is further a term of this contract that no person other than the person appointed by the Chairman, CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015, and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.
The venue of arbitration shall be the place from which the contract is issued or such other place as the Chairman, CIL / CMD of Subsidiary Company (as the case may be) at his discretion may determine.
(vii) Contracts with Partnership firm/ Joint Venture:
A partner is the implied authority to bind the firm in a contract coming in the purview of the usual business of the firm. The implied authority of a partner, however, does not extend to enter into arbitration agreement on behalf of the firm. Therefore, while entering into a contract with partnership firm /Joint Venture care should be taken to obtain consent of all the partners to the arbitration agreement.
A suitable clause for obtaining consent of all the partners to the arbitration agreement shall be included in the General Conditions of the Contract (GCC).
viii) In cases where ECL has challenged an arbitral award and as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by ECL to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to ECL should the subsequent court order require refund of the said amount.

The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of ECL as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to settlement of lenders' dues and completion of projects of ECL may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and ECL. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

The only circumstances in which such payment need not be made is where the contractor declines, or is unable, to provide the requisite bank guarantee and/or fails to open a escrow account as required. Persons responsible for not adhering to are liable to be held personally accountable for the additional interest arising, in the event of the final court order going against the procuring entity.

17. E-way Bill: The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by ECL if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.

18. **Recovery**: In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges (Except EMD) from the supplier/vendor, the same will be recovered along with the GST (if applicable) and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

19. **Provision of Electrical License:** The contractor shall submit valid electrical license either in his name or of his authorized representative/supervisor [under whose supervision electrification work (internal and/or external) will be executed] issued by Electrical Licensing Board / Authority of the Indian State / UT, in accordance with Indian Electricity Rule before execution of electrical works, if any.

20. Guidelines on Debarment of firms from Bidding-

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Debarment of firms from Bidding' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).

2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.

3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.

4. The contracting entity may be debarred from bidding in the following circumstances: -
    a. Withdrawal of Bid as per relevant provisions of tender document.
    b. If L-1 Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.
    c. If L-1 Bidder fails to start the work on scheduled time.
    d. In case of failure to execute the work as per mutually agreed work schedule.
    e. Continued and repeated failure to meet contractual Obligations:
        i. In case of partial failure on performance, agency shall be debarred from future participation in tenders keeping his present contract alive.
        ii. On termination of contract.
    f. Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
    g. Formation of price cartels with other contractors with a view to artificially hiking the price.
    h. The contractor fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
    i. Contractor fails to use Mobilisation advance (if any) given to him for the purpose it was intended.
    j. Contractor fails to renew the securities deposited to the department.
    k. The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
    l. Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.

m. Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
n. If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.
o. False declarations w.r.t Make in India Order.
p. In case of supply of sub-standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.
q. In case of price cartel, matter shall be reported to the Competition Commission and requesting, inter-alia, to take suitable strong actions against such firms.

5. Such 'Debarment, if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future tenders from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm after the issue of a debarment order by DoE/MoC/CIL/ECL (as applicable) if such debarment has been done before the last date of bid submission. Even in the case of risk purchase, no contract should be placed on such debarred firms.
   In case, any debarred firms have submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security/ EMD submitted by such debarred firms shall be returned to them.
   The contracts concluded i.e. issue of LOA/issue of work order, before the issue of the debarment order shall not be affected by the debarment orders.

6. In case CIL is of the view that a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, CIL may refer the case to MoC with the approval of Chairman, CIL for referring the case DoE with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents.
   This shall be done only in those case where debarment has been done across CIL and its Subsidiaries.

7. The debarment shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the tenders invited at Subsidiary level. Similarly, in case of tenders of CIL HQ, debarment shall be for CIL HQ. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(vi) & (xv) above, period of debarment shall be 02(Two) years.

8. Once a contracting entity is debarred, it shall be extended to the constituents of that entity, i.e. partners (jointly and severally) in case of Joint Venture, all the partners(jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/ Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a Company then only the Company shall be debarred.

   NOTE: "Company" means a company incorporated under Company's Act 2013 or under any previous company law.

9. The above 'Debarment' shall be in addition to other penal provisions of NIT/Contract document.

10. Debarment in any manner does not impact any other contractual or other legal rights of CIL and/or its Subsidiaries.

11. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of CIL and/or its Subsidiaries. In such cases, endeavour should be to pragmatically

analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.

12. Approving Authority: The 'Debarment' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
    a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of ECL, then the Competent Authority for debarment shall be CMD of ECL.
    b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for debarment shall be Director of CIL/Subsidiary Company.

13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation.
    A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

14. Appellate Authority for debarment orders shall be CMD of CIL/ Subsidiary Company. In case the debarment is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be Appellate Authority. The appellate authority in case debarment is done with approval of Chairman CIL, shall be CFD of CIL.

15. Any change on the above may be done with approval of FDs of CIL.
16. All the orders of debarment or orders passed in appeal shall be marked to GM(CMC) / Civil / concerned HODs of CIL/Subsidiary Company/ Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries. Application Admin of e-procurement portal of CIL/Nodal officers of Subsidiaries shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of CIL/Subsidiaries/ e-Procurement portal of CIL).

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ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are also acceptable to the company. The tenderers are requested not to quote any further additional conditions in the tender.

1. Mobilization Advance

i) No mobilization advance is payable for works whose estimated value is less than Rs 10 Cr. Mobilization advance shall be provided in certain specialized and capital intensive works as decided by ECL.

ii) In the case of turnkey work whose estimated value is Rs 10 Cr and above a maximum of 10 % of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.

iii) In case of other civil works valued Rs 10 Cr and above mobilization advance will be paid upto 5% of the contract value subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.

iv) Interest on mobilisation advance will be charged at the rate of CIL's borrowing rate under cash credit arrangement as on date of disbursement and to be compounded quarterly.

v) The mobilization advance shall be recovered from the bills of the contractor from the 2nd running account bill onwards @ 20% of the advance amount paid. However, the full amount of mobilization advance with interest will be recovered maximum within scheduled date of completion as per agreement.

vi) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Scheduled- Bank acceptable to the Company.

vii) Part Bank Guarantee" (BGs) against the Mobilization Advance shall be taken in as many numbers as the proposed recovery instalments and shall be equivalent to 110% of the amount of each instalment.

viii) In case of "Machinery and Equipment advance", insurance and hypothecation to the employer shall be ensured.

ix) Mobilization advance will be given in instalments and subsequent instalments will be released after getting satisfactory utilization Certificate from the contractor for the earlier instalments.

x)Mobilisation expenditure mentioned herein shall not include the margin money and bank commission, and so on, paid by the contractor for procurement of BGs against performance security and mobilisation advance.

2. Application of Price Variation Clause.

If the prices of materials (not being the materials supplied at fixed issue rates by the company) and wages of labour required for execution of the work increase or decrease, the contractor shall be compensated for such increase or recoveries will be made from the bills for such decrease as per provisions detailed hereafter:

a) The amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation/ de-escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action as detailed in clause no. 2.6. The Price Variation Clause shall not be applicable for works for which stipulated period of completion is less than one year.

b) The base date for working out such escalation/de-escalation shall be the last date on which the bids (inclusive of price part) or revised price bids (inclusive of revised offer) were stipulated to be received.

c) The compensation for escalation or recoveries to be made shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval.

d) Job specific modification in the formulae of price variation given in the following para(s) can be done with the approval of the CMD of the company.

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2.1 Escalation/ De-escalation for Labour: The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula:

$$VL = W \times \frac{A}{100} \times \frac{L - L0}{Lo}$$

Where:

VL= Variation in labour cost i.e., increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation/de-escalation relates as indicated in clause-2.4 of the Additional Terms & Conditions of the contract.

A = Component of labour expressed as percentage of the total value of the work adopted from the Table-1.

Lo = Minimum wages for unskilled workers payable as per the Minimum Wages Act / Rules of the State or Central Govt., whichever is more, applicable to the place of work as on the last date stipulated for receipt of the bids (inclusive of price part) or revised price bids whichever is later.

L = Revised minimum wages of unskilled worker corresponding to Lo during the period to which the escalation/de-escalation relates.

2.2 Escalation /De-escalation on Materials: The amount to be paid to the contractor for the work done will be adjusted for increase or decrease in the cost of materials and the cost shall be calculated quarterly in accordance with the following formula:

$$Vm = W \times \frac{B}{100} \times \frac{M - M0}{Mo}$$

Where:

Vm= Variation in the material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of work done during the period under reckoning to which the escalation / de-escalation relates as indicated in clause-2.4 of the Additional Terms & Conditions of the contract.

B= Component of material expressed as percentage of the total value of the work adopted from the Table -1.

M= Average All India Wholesale Price Index for all commodities for the period to which escalation/de-escalation relates as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

Mo = All India Wholesale Price Index for all commodities as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, relating to the last date on which the bids (inclusive of price part) or revised price bids whichever is later were stipulated to be received.

2.3 Escalation/ De-escalation on POL: The amount to be paid to the contractor for the work done shall be adjusted for the increase or decrease in the cost of POL and the cost shall be calculated quarterly in accordance with the formula given below:

$$Vf = W \times \frac{C}{100} \times \frac{F - F0}{Fo}$$

Where:

Vf = Variation in the cost of fuel, oil and lubricants increase or decrease in the rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation/ de-escalation relates as indicated in clause 2.4 of the Additional terms & Conditions of the contract.

C =Component of POL expressed as percentage of the total cost of the work taken from Table -1.

F = Average Index Numbe for wholesale price for the group of `Fuel, Power, Light & Lubricants' as published by the Economic Adviser, Ministry of Industry, Govt. of India for the period to which the escalation/de-escalation relates.

Fo = Index number of wholesale price for the group, Fuel, Power, light & lubricants as published by the Economic Adviser, Ministry of Industry, Govt. of India prevalent on the last date of receipt of bids (inclusive of Price Part) or revised price bids whichever is later.

2.4 While calculating the value of "W" the following may be noted : The cost on which the escalation will be payable shall be reckoned as 85 % of the cost of work as per the bills to which escalation relates, and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation or de-escalation is worked out. In the case of materials brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Engineer-in-Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final. Further the cost of work shall not include any work for which payment is made at prevailing market rates.

2.5 In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae herein before stated under this clause shall mutatis/mutandis apply. No such adjustment for the increase / decrease in material price and/ or wages of labourbefore mentioned would be made in case of contracts in which the stipulated period of completion of the work is less than one year.

2.6 Application of Price Variation Clause during extended period of Contracts.

The Price Variation Clause as stated above will be applied for extended time frame of a contract by following the principle stated as under:

i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.

ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.

iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor then the Price Variation Clause will not be revived for the purpose of escalation but shall be revived and applied for the purpose of de-escalation and no further payment will be made to the contractor on account of any escalation during this period but recovery shall be made for de-escalation, if any. Additionally, the Clause related to Compensation for delay will be applied.

iv) If it is decided at the end of successful completion of work, the delay was partly due to the fault of the contractor and partly due to the fault of the employer and thereby Liquidated Damages (LD)/compensation due to delay is imposed then price variation clause for the purpose of escalation shall not be revived for this extended period, but shall be revived and applied for the purpose of de-escalation.

No payment will be made by applying “FROZEN INDICES “under any circumstances.

Table – 1

Value of A,B & C in the escalation formula in the additional terms & conditions for Civil Works :

Sl	Particulars	A% (Labour Component)	B% (Material Component)	C% POL Component)	Remarks
1	For building works	25	75	Nil	
2	For Road works	15	80	05	
3	For external sewerage, External water supply, and external electrification	10	90	Nil	
4	For external water supply, external sanitary and external electrification (through labourrate contract)	75	25	Nil	
5	For steel structural works	15	85	Nil	
6	For steel structural works with Deptt. free supply of rolled steel sections(through labour rate contract)	75	25	Nil	
7	For Coal Handling Plant Civil Works	25	75	Nil	
8	For under-ground civil works such as Incline Drivage, Shaft Sinking etc.	35	65	Nil.	
9	For only labour oriented works of maintenance nature.	100	Nil	Nil	

For all other works not listed above, the component of labour, material and POL of the total cost of work shall be as specifically indicated in the tender document.

SPECIAL TERMS AND CONDITIONS FOR CONSTRUCTION AND MAINTENANCE OF HAUL ROADS
(Not to be included in tender documents of other works)

1. Bill of Quantities

a. The Bill of Quantities shall contain items for the construction, installation, testing, commissioning, maintenance works (as applicable in the work) and lump sum amount per year for annual routine maintenance for each of the five years separately, to be done by the Contractor.

The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of roads. **The payment for routine maintenance of roads to the Contractor is performance based.** For certification of payment for routine maintenance, the engineer shall determine whether the contractor has actually achieved compliance to the Service Quality Level (and other requirements) specified in the Scope of Work, with reference to 100point (hundred point) Performance Index assigned to various maintenance and the engineer shall certify the amount to be paid to the contractor (refer clause 4 of special terms andconditions).

If contractor has not corrected a Defect pertaining to the Defects Liability Period or not attended maintenance work to the required standard and performance index is equal to or less than 70 points (Seventy points), no payment will be released for that period even if such maintenance is attended in subsequent months. If performance index is 100 points, full payment at the approved rate shall be released. If performance index is between 70 to 100, proportionate payment will be made for the work during the claim period as per the following formulae: -

$$\text{Percentage of total annual payment to be released} = \frac{10*(\text{Achieved Performance Index} - 70)}{3}$$

No payment shall be made for part maintenance of a road.

Note: The Subsidiaries may add/modify the procedure that it would like to adopt for assessing the performance of the Contractor in execution of works / activities relating to Routine Maintenance for five years post construction. (However, the NIT must contain the specific procedure to decide Per-formance Index).

b. For the construction works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quanti- ties of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued.

(i) at the rates and prices tendered in the Bill of Quantities in the case of item ratetenders;
(ii)at percentage rate above or below or at par of the Schedule of Rates as tendered by the Contractor.

c. For the routine maintenance of roads, there shall be a lump sum amount as specified in the contract document for each year of maintenance. This lump sum amount for maintaining the roads in compliance with the conditions mentioned herein after, shall be 2.5% of the contract value for the construction of the roads for the first three years of maintenance & 3 % of the con- tract value for the construction of the roads for the last two years ofmaintenance.

d. The rates quoted by the bidder in the Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabili- ties and obligations set out in theContract.

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MAINTENANCE FOR 5 YEARS:

Sl. No	Description of the Work Item	Unit	Amount
1	Repair & maintenance of Haul Road for a period of five years from the date of completion of construction work will include repairing of all components of haul roads like GSB, Base courses, wearing surfaces etc, dressing/repairing of Shoulders, repairing and cleaning of drains & Culverts as & when required and as per instruction of Engineer in Charge with provision of fortnightly joint inspection of the road. Maintenance include removal of coal spillage from Tip- pers/Dumpers from the road surface. However, payment for maintenance works will be restricted to the amount earmarked for each year. a) 1st Year	Year	2.5% of contract value.
	b) 2nd Year	Year	2.5% of contract value.
	c) 3rd Year	Year	2.5% of contract value.
	d)4th year	Year	3% of contract value.
	e) 5th year	Year	3% of contract value.
	Total:-		

Note: -

The payment for maintenance works will be restricted to the amount earmarked for each year. This amount for maintaining the roads in compliance with the conditions mentioned herein after, shall be 2.5% of the contract value for the construction of the roads for the first three years of maintenance & 3 % of the contract value for the construction of the roads for the last two years of maintenance.

2. QualityControl

2.1 Identifying Defects

The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

2.2 Tests

The Contractor shall be solely responsible for:

(a) Carrying out the mandatory tests prescribed in the MORTHs Specificationsand

(b) For the correctness of the test results, whether preformed in his laboratory or elsewhere.

If the Engineer instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. The remaining provisions regarding Tests shall be in accordance with the clause 8 of the General Terms &Conditions.

2.3 CorrectionofDefectsnoticedduringtheDefectsLiabilityPeriodandRoutine Maintenance of Roads for fiveyears.

The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins from the Completion date of the Contract (The contract period shall be the sum of the construction period and five years of maintenance period).

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Every time, notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.

The Contractor shall do the routine maintenance of roads will include repairing of all components of haul roads like GSB, Base courses, wearing surfaces etc., dressing/repairing of Shoulders, repairing and cleaning of drains & Culverts as & when required and keep the entire road surface and structure in Defect free condition during the entire maintenance period which begins from the completion date of haul road construction and ends after five years.

The routine maintenance standards shall meet the following minimum requirements: -

(i) Potholesonthe roadsurfacetoberepairedsoonaftertheseappearorbroughttohis notice either during the Contractor's fortnightly inspection or by theEngineer.
(ii) Addressingdefectsinthebasecoursewithrequiredgradingandotherspecifications.
(iii) Any damage in the sub base course will becorrected.
(iv) Roadshoulderstobemaintainedinproperconditiontomakethemfreefrom excessive edge drop offs, roughness, scouring orpotholes.
(v) Cleaning of surface drains including reshaping to maintain free flow ofwater.
(vi) Cleaning of culverts and pits for free flow ofwater.
(vii) Anyothermaintenanceoperationrequiredtokeeptheroad trafficworthyatall times during the maintenanceperiod.

To fulfil the objectives laid down above, the Contractor shall undertake detailed inspection of the roads fortnightly. The Engineer can increase this frequency in case of emergency. The Contractor shall forward to the Engineer the record of inspection and rectification fortnightly. The Contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during rainy season.

The Engineer may issue notice to the Contractor to carry out maintenance of defects, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Engineer a compliance report.

2.4 UncorrectedDefects

If the Contractor has not corrected a Defect pertaining to the Defects Liability Period or not attended maintenance to the satisfaction of the Engineer within the time specified in the Engineer's notice, action under will be taken and the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount along with additional 20% amount aspenalty.

3. Routine Maintenance during five years after the completion date is defined asfollows:

Maintenanceoperationsduringtheperiodof5 yearsshallbebasedonMaintenanceschedule as per the existing Guidelines for Design, Construction & Maintenance of HaulRoads.

4. <u>Routine Maintenance Activities and their frequency with performance index–</u>

S. No.	Name of Item/Activity	Frequency of operations in the year	Performance Index
1	Special maintenance of haul roads before each monsoon and restora- tion of rain cuts, Shoulders, berms, cross drainage works during & after rain as per the Specifications.	Before monsoon and once generally after rains or as and whenrequired.	25

2	Regularly maintaining the various structural aspects of haul roads e.g. Sub-Base course, Base course or WBM/WMM etc. and also maintain- ing the various geometrical parame- ters of haul roads as per there-quired specifications.	As and when required	30
3	Making up of shoulders as per the required specifications.	As and when required	10
4	Maintenance of drains as per the Specifications.	As and when required	5
5	Maintenance of culverts, Cross drainage works and Parapet walls as per clause the Specifica-tions.	As and when required	10
6	Removal of coal/spillage of HEMMs & cleaning of Haul Roads, Cut-ting/trimming and cleaning of shrubs, trees, weedsetc.	As and when required	15
7	Maintenance of road signs as per the Specifications.	As and when required	5

5. The payment to the Contractor will be as follows for routinemaintenance:

- The Contractor shall submit to the Engineer in charge a bill every quarter (three months) for the routine maintenance of the roads from the date the maintenance period starts i.e. from completion date of construction work of Haul Road. It will be supported with a copy of the record of the Contractor's fortnightly inspection and other instructions received from theEngineer.
- The payment will be made quarterly for the bills received and as certified by the Engineer based on performance by theContractor.
- If the Engineer has not certified that the Contractor has carried out the maintenance work for defects brought to his notice within specified period, no payment will become due to the Contractor for that quarter.
- If the Contractor has failed to carry out the maintenance within the period specified by the Engineer, no payment of any kind will be due to the Contractor for that quarter.

6. SecurityDeposit:

6.1 Security Deposit shall consist of twoparts:
a) Performance Security to be submitted at award of workand
b) RetentionMoneytoberecoveredfromrunningbills
. The security deposit shall bear nointerest.

6.2 Performance Security should be 5% of total contract amount (Construction and maintenance work of five years). All Performance Security should be submitted within 21 days of issuance of LOA in any of the form givenbelow:

- a Bank Guarantee in the form given in the bid document from any Scheduled Commercial bank. The BG issued by outstation bank shall be operative at its local branch at …….. or branchat……..
  Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.
- Govt.Securities,FDRoranyotherformofdepositstipulatedbytheowneranddulypledgedin favourofowner.
- Payment through NEFT/RTGS in the designated account of ECL as indicated in the LOA/WO.

The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.
The bid security deposited may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –
(a) at Bidder's option by a Scheduled Commercial Bank,or
(b) by a foreign bank located in India and acceptable to theemployer.

BG of scheduled commercial bank located in India and acceptable to the company should only be accepted. Thus, any BG issued by foreign bank from outside India shall not be accpeted.

The validity of the Bank Guarantee shall be for a period of "one year" or "ninety days, beyond the period of contract /extended contract period (if any)", whichever is more.

The BG (If performance security is provided by the successful bidder in the form of bank guarantee) issued by issuing bank on behalf of the bidder in favourof"_____," shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". Issuing Bank should send the underlying con- firmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank shouldmention"_____" in field no. "7037" of IFN760COV or IFN767COV. The mes- sage will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnishedbelow: -
Name of Bank: _____
Branch: _____
IFSC Code: _____
Account No. _____
Customer ID: _____

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to Civil Engineering Division of ECL.

In case the successful bidder fails to submit the Performance Security and Additional Performance Security, if any, within the stipulated time then the award of work may be cancelled with forfeiture of the bid security/earnest money.

Additionally, the company shall debarsuch defaulting contractor from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

6.3 All running on account bills/ final bill (for construction as well as maintenance) shall be paid at 95% (ninety-five percent) of work value. The balance 5% shall be treated as retention money and will be second part of security deposit.

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs. 25 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs. 25lakhs.

However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, but in no case less than the period of one year.

Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from Scheduled Commercial Banks as elaborated at Clause 6.2.

The Defect Liability Period shall be six month or one monsoon period whichever is more after the completion of contract i.e. Construction and maintenance both.

6.4 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are dueand payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, ifany.

6.5 REFUND OF SECURITY DEPOSIT: The refund of security deposit shall be subject to company's right to deduct/appropriateitsdueagainstthecontractorunderthiscontractorunderanyothercontract.

50% of the Security Deposit (i.e. 5% of the contract value) shall be refunded after three years of completion of construction work and the rest shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of six months, subject to the following conditions:

a) Any defect/defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-Charge within the said defect liability period of six months or on its due extension till completion of therectification works as required.

b) The refund shall be made on the expiry of the said six months period or at the end of one full monsoon periodi.e.JunetoSeptember, whicheverislaterinpointoftimeandanydefectsshouldberectifiedtothe satisfaction ofEngineer-in-Charge.

6.6 Consideration of Abnormally Low Bids

In case of Abnormally Low Bid, ECL may in such cases seek written clarifications from the lowest bidder(s), including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analysis, ECL determines that the bidder(s) has substantially failed to demonstrate its capability to deliver the contract at the offered price, ECL may reject the bid / Proposal.

However, it has been provided that in case of compelling circumstances where to ask for Additional Security Deposit Bank Guarantee (BG) in case of ALBs, the same should be taken only with the approval of the next higher authority to the authority competent to finalize the tender

7. Maintenance of Haul Roads: -

Road profiles are to be maintained at or near to the original design profile. This includes maintaining the drainage systems, various component of road pavement, the road delineation and signage and the design parameters. Some of the basic maintenance requirements are:

- Scarify softspots
- Remove wet spots andbackfill
- Maintain gooddrainage
- Top up the running surfacematerial
- Removing of spillage material. This will help prevent contamination to the surface runningmaterial.
- Maintain the Camber and super elevationprofile.
- Adequate water is to be applied during any maintenancegrading.
- Regularly scarify areas that show signs oflaminations.

7.1 WateringRoads

At mines environmental concerns are high on the list of priorities in any area of the operation. Dust is a concern at site particularly in winter when conditions are very dry. Excessive dust is also a safety issue

because it is a visibility hazard, and can put stress on machinery by clogging air filters, brakes and other moving parts. Watering the haul roads counters these dust problems by controlling the amount of dust in the air.

But overwatering can create its own problems as road surfaces can become very slippery paving the way for road degradation and loss traction for mine vehicles. Road watering procedures need to be developed at mining operations to ensure that dust levels are kept down and watering is not excessive. Haul roads are intermittently wateredtoprovidedrybrakingareasfortrucksonthedownsideoframpsandtoensurethatthe upside is not over-watered. Pit floors and loading areas are watered to suppress dust during loading cycles. Haul roads are watered so that they are damp, not wet, and on corners watering is lighter so that vehicular control ismaintained.

7.2 Grading Roads

Grading is a major component of any haul road maintenance system. Cleaning up of spilled materials and maintaining the drainage system, the road design parameters, and the road bases all rely on the operation of a grader.

Thefinallevelofroadafterconstructionshouldbethebenchmarktocalculatelossofmetalandtoreplenishat regular interval after loss reaches to a specified limit. Levelling shall be done quarterly if the loss of thickness is equal to or greater than 75mm.

Grading is the main approach to preserving the good working order of the drainage systemat mines. Grading is a particularly important process during the wet season because it helps diminish the effects of wet weather. Immediately after rain, graders must clean up road surfaces by grading out scours and filling in ruts and pools of water. This prevents trucks hauling on slippery pavements and stops them churning up the road surface with theirtyres.

Whentheroadpavementreachesathicknessthatcan nolongersupportvehicles,resheetingisrequired.Fresh surface materials are laid and then compacted by heavy rubber-tyredmachinery.

At times, more serious road maintenance is required. When the road surface is corrugated or contains hollows or potholes, repairs may consist of loosening the existing surface and reshaping it. As long as the surface is of sufficient thickness, it can be ripped with grader tynes and then reshaped and compacted. If the surface layer is not thick enough, fresh materials are brought in. Depressions in the road that grading cannot sufficiently mend, are lightly scarified and filled with material similar to the surrounding surface material. To restoreareas affected by large potholes cause by weaknesses in the pavement or subgrade, damaged areas need to be excavated and then filled with material similar to that of the surroundingsurface.

Grading should be performed when the roads are damp so no loose material is lost due to wind or traffic. Another advantage of this is that damp materials fill all low spots and hollows and can be easily compacted by passing traffic.

7.3 MaterialSpillage

Spillage of material from Dumpers is a common occurrence and is particularly prevalent on corners and switchbacks. If spillage is not prevented or is not cleaned up, bumps and irregularities in the road surface will be allowed to develop.

Spillage can be prevented in the design stage through good design of corners incorporating super-elevation and adequate turning radius. However, if spillage does occur a grader should be used to clear spills, and to fill and smooth any depressions that spilled material creates. Care must be taken not to clear this material into drains or to disrupt safety berms. Accumulated material from this maintenance procedure should beremoved.

Spillage on haul roads and clean up around excavators and shovels is usually carried out with a rubber-tired dozer.

7.4 Maintenance ofDrains

Roadside drains and culverts need to be kept clear of obstructions to prevent overflowing in heavy rainfall leading to damage to road pavements or saturation of the sub-bases. Inspection of these facilities and action to clear the drains if need be, is required on a regularbasis.

Drains are usually located alongside the majority of roads and are a key component of the drainage system. These drains are essential to maintain the integrity of the haul roads, thus must be kept in good condition to protect the roads.

Drains often have a large amount of water to accommodate, particularly during the wet season, and at times, the flow of water can be considerable. This can cause scouring and loss of condition of the drain lining.

Frequent maintenance of these drains is required. Grading the drains to remove debris and fines, which may hinder flow, and also to restore the design geometry is a mandatory procedure. Any scouring of these drains needs to be considered and in problem areas, drains may need to be lined with rock or another durable, non- weatherable material.

7.5 Maintenance ofSigns

Traffic signs are an integral part of the safety scheme at any mine. Road signs need to be unambiguous and obvioustodriversinallconditions.Itisimportanttokeepsignagecleansotheyareclearlyreadableatalltimes. Signs should be washed after periods of rain to ensure that they remain clear and free build-up of dirt and spray.

Washingdownsignsregularlypreventsanybuild-upobscuringthesignandensuresthatthereflectivequalities thatareimportantatnight,arepreserved.Damagedorineffectivesignsneedtobereplacedandinappropriate or out-of-date signs need to be removed. All road signage needs to be closely monitored to make sure that it is as effective as possible and promotes optimumsafety.

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SAFETY CODE.

The Contractor must ensure safety of workmen as well as safety for the general public during construction in and around work-site. The contractormust follow the laws, codes and standards laid down in this regard. The work-men must be trained and provided protective gear, life-saving equipment and appropriate tools for their jobs. Special precautions must be used if hazardous chemicals are used or stored at workplace (lead, silica, asbestos and wood/stone that will be cut and generate dust, construction materials containing zinc, cadmium, beryllium and mercury). Besides protection from noise and environmental pollution, public must also be safeguarded from falling through dug-up area, electrocution, flooding, falling objects, bridge-span dropping/ failures, crane falling/ overturning and damage to building from vibrations/ cave-ins from construction activities. Engineer must ensure that contractor does not adopt any short-cut in this regard. Appointment of site safety engineer by the contractor is a mandatory requirement (in case estimated cost is Rs 100 Cr or more). In tenders with estimated cost is less than Rs 100 Cr, site in-charge of the contractor will also act as safety engineer. In case estimated cost of Rs 100 Cr or more, the engineer shall engage safety experts to carry out frequent safety audits and mandate correct measures.

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper that ¼ to 1 (¼ horizontal and 1 vertical).

2. Scaffolding of staging more than 3.6 m (12ft). above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft) above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft).

5. Safety means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 20 cm (11 ½") for ladder upto and including 3 m (10ft) in length. For longer ladders, this width should be increased at least ¼" for additional 30 cm (1ft.) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching: All trenches 1.2 m (4ft) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench

to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5 m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

7. Demolition: before any demolition work is commenced and also during the progress of the work,

   i. All roads and open areas adjacent to the work site shall either be closed or suitably protected.

   ii. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

   iii. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: - The following safety equipment shall invariably be provided.

   i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

   ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.

   iii) Those engaged in welding works shall be provided with welder's protective eye-shields.

   iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

   v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warming signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to: -

      a) Entry for workers into the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.

      b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

      c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

      d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.

e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

f) The area should be barricaded or condoned of by suitable means to avoid mishaps of any kind. Proper warming signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.

j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.

m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken: -

a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.

c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

d) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

e) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

f) Overall shall be worn by working painters during the whole of working period.

g) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

9. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions: -

i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any mach8inery to site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.

16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

TECHNICAL SPECIFICATIONS

Technical Specifications to be followed

Civil Engineering Works
Latest CPWD specification shall be adopted. Presently CPWD specifications 2019 Vol. I & II is in vogue which may be followed. These specifications cover all type of Building Works. The specifications are available as a printed document issued by CPWD and also in soft copy PDF format in CPD website.

However, the specification of CPWD conforming to the adopted DSR/SOR of ECL shall be adopted.

Electrical Engineering Works
Latest CPWD specification shall be adopted. Presently the following are in vogue:

Part No.	Description	Year Of Issue
I	Internal	2013
III	Lifts And Escalators	2003
V	Wet Riser And Sprinklers System	2020
VI	Heating, Ventilation And Air Conditioning Works	2017

However, the specification of CPWD conforming to the adopted DSR/SOR of ECL shall be adopted.

***Roads and Bridges**
Standard specifications issued by ministry of surface transport may be followed. Presently MORTH Specifications on roads and bridges 2013 is available. These specifications cover exhaustively various roads and bridge works. (Applicable for important and major roads.)

However, the specification of MORTH conforming to the adopted DSR/SOR of ECL may be adopted.

*Delete if not applicable

SECTION 5: e-Tender Portal User Agreement

In order to create a user account and use the e-Tender portal you must read and accept this e-Tender portal User Agreement.

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.
   a. Cancellation of my/our bid/contract (as the case may be)
   b. Forfeiture of EMD
   c. Punitive action as per tender document
2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.
3. That I/we accept the Integrity Pact as given in the tender document (if applicable).
4. That I/we am/are giving my/our consent for e-payment and submitting/shall submit the mandate form for e-payment in the format as prescribed in the document in case, the work is awarded to us.
5. That I/we do authorize CIL/Subsidiary for seeking information/clarification from my Bankers having reference in this bid.
6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.
7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case, we are banned or delisted this information shall be specifically informed to the tender issuing authority.
8. That I/We accept all the undertakings as specified elsewhere in the tender document.
9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/Subsidiary Company.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

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YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/ OR SOFTWARE.

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.

www.coalindiatenders.nic.in is an e-procurement portal of Coal India Limited/it's Subsidiary.

THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USER'S TERMS AND CONDITIONS SET FORTH BELOW.

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW.

BY REGISTERING THE USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

- **Bidder Registration, Password and Security**

  Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid User ID and Password and then signing with your valid Digital Signature Certificate.

  The Online registration/enrollment of Bidder on the portal should be done in the name of the Bidder.

  The person whose DSC is attached to the Registered Bidder should be either the Bidder himself Or, duly authorized by the Bidder.

  User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/ Password has been/might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using "Change password" option. CIL/Subsidiary will have no responsibility or obligation in this regard.

  At the time of enrollment in the e-Tendering portal of CIL/its Subsidiaries, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid.

  By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a) immediately notify by e-mail to Application Administrator/Nodal officer, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. CIL/its Subsidiaries shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

  Registered user can modify or update some of the information in their profile as and when required at their own discretion. However, some information such as "User ID" are protected against changes by Bidder after enrollment and some other information such as "Bidder Name" etc are protected against changes by Bidder after bid submission.

- **Modification of software**

  With consent of Project Advisory Committee, e-procurement of CIL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of the information on the marketplace at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the users responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

  Coal India Limited reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.

- **System Requirements**

It is the users responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the e-Tender portal as mentioned in the home page in the link 'resources required'.

Under any circumstances, CIL shall not be liable to the Users for any direct/indirect loss incurred by them or damages caused to them arising out of the following:

(a) Incorrect use of the e-Tender System, or;

(b) Internet Connectivity failures in respect of the equipment used by the Users or by the Internet Service Providers, or;

(c) Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/ local to the Bidder.

Contents of Tender Information

Tenders shall be published by the authorized Tender Inviting Authorities of the respective Tendering entities of CIL/Subsidiary. In case of any clarifications arising out of the tenders, the users have to contact the respective Tender Inviting Authority.

Bid Submission Acknowledgement

The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once acknowledgement is given by the system through Bid Submission number i.e. Bid ID, after completion of all the processes and steps. Coal India Limited/Subsidiary is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the Tender Inviting Authority for processing.

The acknowledgment is the only confirmation of submission of bid, which the Bidder can show as a proof of participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the Bidder fails to produce this acknowledgement required for verification in case of dispute, his claim for submission of bid may not be considered.

Upload files

The Bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contain only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of CIL/Subsidiary to read each and every document uploaded by the Bidder. If any Bidder / company has uploaded / attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their User account will be liable for termination permanently or temporarily by CIL/Subsidiary without any prior notice.

User Conduct

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the e-Tender portal.

CIL/Subsidiary does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, CIL/Subsidiary is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

❖ Amendments to a tender published:

You agree that the CIL/ Subsidiary companies reserves the right to re-tender / cancel a tender or extend the closing date or amend the details of tender at any time by publishing corrigendum as applicable.

Special Admonitions for International Use:

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

Links

The Site may provide, links to other World Wide Web sites or resources. Because CIL/Subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the CIL/Subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The e-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CIL/Subsidiary may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

Governing Law

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Coal India/Subsidiary Company is situated shall have non-exclusive jurisdiction to entertain any dispute with Coal India/Subsidiary Company. In case of dispute being with a regional Institute of CMPDIL, the principle Civil Court where the said regional Institute is situated shall be place of suing.

CIL/Subsidiary reserves the right to initiate any legal action against those Bidders violating all or any of the above-mentioned terms & conditions of e-Tender services agreement.

Modification of terms of Agreement

CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

Policy and Security

- **General Policy**

CIL/its Subsidiaries is committed to protecting the privacy of our e-Tender site visitors. CIL/Subsidiary does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

- **Information Collected**

When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

- The Internet domain and IP address from which you access our portal;
- The date and time you access our portal;
- The pages you visit

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your online bid submission or any other on line transaction. Review, update and correction of any personal or business information can be done directly on the Site.

- **Use of Cookies**

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

- **Security**

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.

eMail/ SMS Notifications:

The GePNIC eProcurement Server has functionality of automatically sending eMail / SMS alerts at various events as per the bidders preference. There is no manual intervention while sending these pre-defined eMail / SMS alerts. All events for which eMails / SMS being sent is also available to users on the Dash Board / the user login of the Bidder. Although all efforts will be made to ensure timely delivery of eMail / SMS, due to dependency in various other external factors, the delivery of eMail / SMS may not be assured and bidders are requested to check the portal on a periodic basis for any such events. Non-receipt of eMail / SMS cannot be quoted as a reason for failure of service as this is an added facility being provided to users.

SECTION 6: ANNEXURES

List of Annexures:

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ANNEXURE- I

PROFORMA FOR LETTER OF BID

(NOT TO BE UPLOADED SEPARATELY)
TO BE ACCEPTED UNCONDIOTIONALLY BY BIDDER DURING SUBMISSION OF BID ONLINE
(TO BE ACCEPTED THROUGH GTE)

To,
The Tender Inviting Authority
.....Coalfields Limited

Sub.: Letter of Bid for the work "----------"(to be filled by the department)

Ref.: 1. NIT No.: "----------"(to be filled by the department)

2. Tender Id No.: "----------"(to be filled by the department)

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents as available in the website/e-Procurement portal, in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid Security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Eastern Coalfields Ltd.

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision Eastern Coalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to "cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months" OR to act as specified in the NIT.

ANNEXURE-II

PROFORMA FOR UNDERTAKING

(NOT TO BE UPLOADED SEPARATELY)

TO BE ACCEPTED UNCONDITIONALLY BY BIDDER/S FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY: (TO BE ACCEPTED THROUGH GTE)

We solemnly declare that:

1. I/We am/are submitting Bid for the work …….. against Tender id No.(to be entered by TIA) ..... Dated…… and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We do not have relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder.
7. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
8. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc from Bidding, as per the tender document.

ANNEXURE-III

PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S (ON THEIR LETTER HEAD) REGARDING RELATIVES AS EMPLOYEES OF COMPANY, ARBITRATION CLAUSE (IN CASE OF PARTNERSHIP FIRM/JV), LOCAL SUPPLIER STATUS OF THE BIDDER ETC.:

PROFORMA FOR UNDERTAKING

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

I / We, ..., Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/s. ....., solemnly declare that:

1. Myself/Our Partners/Directors don't has/have any relative as employee of Coal India Limited/Subsidiary.

OR

The details of relatives of Myself/Our Partners/Directors working as employee of Coal India Limited is as follows:

a) Name of the employee
b) Place of posting
c) Department
d) Designation
e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Stet-Sister.

2. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

* Delete whichever is not applicable.

3. ** I/We have not been debarred or banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

**I / We ……..have been debarred or banned by the organization named "_____" for a period of…… year/s, effective from ……. to……

** Delete whichever is not applicable.

4.We,……..(Name of Partners of Partnership Firm/Joint Venture), partners of ……..(Name of Partnership Firm/Joint Venture) hereby consent to abide by the relevant provisions of General Terms and Conditions of CMM/MCEW pertaining to arbitration.

(Applicable in case of Partnership firm/Joint Venture)

5. We certify that the works/services offered by us against the tender for the work "…… (Name of work)" against NIT No/Tender ID. ..... Dated……, meet the minimum local content requirement and has local content:

* Equal to or more than 50% (Select this, in case of Class-I Local Suppliers) i.e……% (indicating the percentage of local content)

* More than 20% but less than 50% (Select this, in case of Class-II Local Suppliers) i.e……% (indicating the percentage of local content)

*Delete whichever is not applicable.

Note: If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with this Undertaking, a certificate (with UDIN) from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

6. Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

Note: Where applicable, evidence of Competent Authority shall be attached along with this Undertaking.

7. **I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.

OR

**I / We …..have been debarred by……(name of procuring entity) for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time for a period of……year/s, effective from ……. to…..

**Delete whichever is not applicable.

Note: A bidder who has been debarred by any procuring entity for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.

8. I/we abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document.

9. *I/we do not have any previous transgression of CIPP in last three years with any entity in any country.

Or

*I / We have been debarred by……(name of procuring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of…… year/s, effective from ……. to……..…..

*Delete whichever is not applicable

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc from Bidding, as per the tender document.

ANNEXURE-IV

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder:……

2. Address of the Bidder : ……

……

City……. Pin Code…….

E-mail Id ……

Permanent Account Number ……..

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number(as appearing in the Cheque Book.			

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place:
Date:

Signature of the Party / Authorised Signatory

Certified that particulars furnished above are correct as per our records.

Banker's Stamp
Date

Signature of the Authorised official from the Bank

ANNEXURE-V

PROFORMA OF BANK GURANTEE FOR PERFORMANCE SECURITY

To

……..

……..

Re: Bank Guarantee in respect of Contract No……..,Dated……. Between …….. (Name of the company) and ……. (Name of the Contractor)

WHEREAS

…….. (Name and address of the Contractor) (herein after called "the Contractor") has entered into a contract made as per letter of acceptance……..dated……..(herein after called the said contract) with …… (name of the Company) (hereinafter called "the Company") to execute ……. (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Schedule bank for a sum of Rs…….. as security for due compliance and performance of the terms and conditions of the said contract.

We…… (name of the Bank) having its branch/Office at…….. have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of performance Security.

NOW, THEREFORE, we the…… Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation there under, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of …… or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be ……. day of …….. but if the period of Contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of …… or such lesser amount of the said sum of …… as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum of ……and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any

time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the company the said sum of …….. or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs……..…… The guarantee shall remain in force till the day ……*…….. of ……*..…… and unless the guarantee is renewed or claim is preferred against the bank on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

* The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri……. who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this……..day of……..at……

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

"The Bank Guarantee as referred above shall be operative at our branch at…….. payable at…….

(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)"

NOTE:- The department shall ensure extension of guarantee period in case of extension of time.

ANNEXURE-VI

PROFORMA OF BANK GUARANTEE FOR MOBILISATION/ LUMP-SUM ADVANCE.

M/s. Coal India Limited

10, Netaji Subhas Road, Calcutta

Or

……

(Name of the Subsidiary Company with address).

Dear Sir,

In consideration of Coal India Limited/Subsidiary Company having its Registered Office at …… (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of the Contract No…… dated……. Entered into between Coal India Limited/Subsidiary Company and M/s having its Registered Office at …… (hereinafter called "the Contractor" to make mobilisation advance/lump-sum advance to the tune of Rs…… subject to submission of the Bank Guarantee for equal amount from any Nationalised/ Schedule Bank , We …… Bank (hereinafter referred to as the said Bank) hiving it is Registered Office at …….. do hereby undertake and agree to pay the Company to the extent of Rs……. on demand stating that the amount claimed by the Company is due and payable by the contractor for the reasons of non-refund and or non-recovery of the amount with interest thereon and to unconditionally pay the amount claimed by the company on such demand without any demur to the extent aforesaid.

2. We, ……. Bank agree that the Company shall be the sole judge as to whether the said Contractor has failed/neglected in refunding the amount advanced by the Company and/or extent of loss and damages caused to or suffered by the Company on account of the amount advanced not being recovered in full and non-utilisation of the said advanced amount or part thereof for the purpose of performance of the contract and interest payable thereon and the decision of the company in this behalf shall be final and binding on us.

3) We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect upto …… and any claim received after the said date shall in no case bind the Bank.

4) The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms

and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.

5. Notwithstanding anything contained herein the liability of the said Bank under this Guarantee is restricted to Rs…….. and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till …… unless the written demand or claim under this Guarantee is made by the Company with us on or before …….. all rights of the Company under this Guarantee shall cease to have any effect and we shall be relieved and discharged our liabilities hereunder.

6. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

7. This guarantee issued by Sri…….. who is authorized by the Bank.

Under jurisdiction of …… court only.

ANNEXURE-VII

PROFORMA OF JOINT VENTURE AGREEMENT

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)

This Joint Venture agreement is made on this ……..day of……..

AMONGST/BETWEEN

M/s……, having its registered Office at ……..
Represented by Shri…….(Name and Designation) of M/s……...Who has power of Attorney to enter into Joint Venture with……...andSign all documents/ agreements on behalf of M/s…… (hereinafter referred to as"……")

AND

M/s……, having its registered Office at ……..
Represented by Shri…….(Name and Designation) of M/s……...who has power of Attorney to enter into Joint Venture with……...andSign all documents/agreements on behalf of M/s…… (hereinafter referred to as"……").

AND

M/s……, having its registered Office at ……..
Represented by Shri…….(Name and Designation) of M/s……...who has power of Attorney to enter into Joint Venture with……...andSign all documents/agreements on behalf of M/s…… (hereinafter referred to as"……").

The expressions M/s ……..and M/s……and M/s ……..shall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "Joint Venture /Parties" and individually as "Joint Venture Partner/Party".

WHEREAS M/s……..and M/s……agreed to form a Joint Venture in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of "…….....
……..
(Hereinafter referred to as "Project") under……..(Name of Company(hereinafter referred to as "the principle Employer").

The Parties hereby enter into this Joint Venture Agreement (hereinafter referred to as "Joint Venture agreement") to jointly prepare and submit the Bid for the Project and in the event of securing the Project from the Employer, to execute the Project in accordance with the Contract terms and conditions, to the satisfaction of the Principal Employer.

NOW THEREFORE, the parties, in consideration of the mutual premises contained herein, agree as follows:

1) FORMATION AND TERMINATION OF THE JOINT VENTURE.

The parties under this Agreement have decided to form a Joint Venture to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

a) The name and style of the Joint Venture shall be "……."
(hereinafter called the "Joint Venture ")

b) The Head Office of the Joint Venture shall be located at……. and the site office will be located at the site of the Project. All communication regarding the project will be made to…… Telephone Nos……..

c) Neither of the parties of the Joint Venture shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to any party including the existing partner of the Joint Venture.

d) The terms of the Joint Venture shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.
   i) The Joint Venture fails to obtain qualification from the Employer.
   ii) The Contract for the Project is not awarded to the Joint Venture.
   iii) The Employer cancels the Project.
   iv) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture agreement.

2) LEAD PARTNER.

M/s……. shall be the Lead Partner of the Joint Venture and is In-charge for performing the contract management. M/s……. shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture and also all the partners of the Joint Venture shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed. All Joint Venture partners M/s……..; M/s…….& M/s…….. nominate and authorize Shri……. (name and designation) of M/s……. to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture.

3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE.

Each constituent party of the Joint Venture appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned company, or from the partners of the entity, or from the proprietor.

JV Partner	Name	Position in the respective Company
M/s…….	……	……..
M/s……..	……..	……..
M/s ……	……	……..

4) PARTICIPATION SHARE & WORK RESPONSIBILITIES.

4.1 The parties agree that their respective participation share (hereinafter called 'Participation Share') in the Joint Venture shall be as follows:

M/s…….. : ……..…..% (……..per cent)
M/s…….. : ……..…..% (……..per cent) and
M/s…….. : ……..…..% (……..per cent)

[Note : The participating share of JV Partners shall be as mentioned below;

i) Lead Partner shall have at least 50% participating share in JV.

ii) Other partner(s) shall have at least 20% participating share in JV]

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project individually or collectively.

4.3 The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However all parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

5) JOINT AND SEVERAL LIABILITIES.

All partner of Joint Venture shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

6) WORKING CAPITAL

During the execution of work/service, the requirement of Working Capital shall be met individually or collectively by the JV partners.

7) BID SECURITY:

Bid Security, Performance Security and other securities shall be paid by the Joint Venture except as otherwise agreed.

8) PERSONNEL & EQUIPMENT

Team of Managers / Engineers of all the partners of the Joint Venture will form part of the core management structure and assist in execution of the project. The list of Personnel and equipment proposed to be engaged for the project by each Party will be decided by the management committee.

9) NON PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE .

a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations.

b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.

c) Stepping into the shoes of the existing partner of Joint Venture with all the liabilities of the existing partner from the beginning of the contract with the prior approval of CIL/Subsidiary.

d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture partners, Joint Venture shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture and not to the individual partners.

10) BANK A/C.

Separate Bank A/c. shall be opened in the name of the Joint Venture in a scheduled or Nationalized Bank in India asper mutual Agreement and all payments due to the Joint Venture shall be received only in that account, which shall be operated jointly by the representative of the Parties hereto. The financial obligations of the Joint Venture shall be discharged through the said Joint Venture Bank Account only and also all the payments received or paid by company to the Joint Venture shall be through that account alone.

11) LIMIT OF JOINT VENTURE ACTIVITIES.

The Joint Venture activities are limited to the bidding and in case of award, to the performance of the Contract for the Project according to the conditions of the Contract with the Employer.

12) TAXES.

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture in connection with the Project shall be paid from the account of the Joint Venture.

13) EXCLUSIVITY

The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or parties take part in the Bid for the said Project. Each Party further guarantee to the other party hereto that this undertaking shall also apply to its subsidiaries and companies under its direct or indirect control.

14) MISCELLANEOUS:

a. Neither party of the Joint Venture shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to all third party without the Agreement of the other party in writing.

b. Subject to the above clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

15) APPLICABLE LAW

This agreement shall be interpreted under laws and regulations of India.

IN WITNESS Whereof the Parties hereto have hereunder set their respective hands and seals the day, month, year first above written.

For ……..	For……..
Signature _____	Signature _____
(Name & Address)	(Name& Address)
(Official Seal)	(Official Seal)
Place ……..	Place……..
Date ……	Date …….

Witness
Signature ……..

(Name & Address)

Witness
Signature ……

(Name& Address)

ANNEXURE-VIII

To be Submitted by Bidder on Non-Judicial Stamp Paper of Rs. 10/- duly attested by Notary Public.

FORM FOR GUARANTEE BOND
FOR ANTI-TERMITE TREATMENT

THIS AGREEMENT made this ……..…… day of Two thousand…….. between M/s…… (hereinafter called the guarantor of the one part and M/s…… Limited, hereinafter called the ……. Limited hereinafter called the OWNER of the other part.

Whereas the agreement is supplementary to the contract hereinafter called the contract dated …….. made between the guarantor of the one part and …… Limited, of the other part whereby the contractor inter-alia, undertook to render the buildings and structures in the said contract recited, completed, termite proof. And whereas the guarantor agreed to give a guarantee to the effect that the said structure will remain termite proof for TEN YEARS to be reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the guarantor shall make good all defects and for that matter shall replace at his risk and cost such wooden member as may be damaged by termite and in case of any other defect being found, he shall render the building termite proof at his cost to the satisfaction of the Engineer-in-charge and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-in-charge calling upon him to rectify the defects, failing which the work shall be got done by …….. Limited / OWNER by some other contractor at the guarantor's cost and risk and in the later case the decision of the Engineer-in-charge as to the cost recoverable from the guarantor shall be final and binding.

That if the Guarantor fails to execute the Anti-Termite treatment or commits breaches hereunder then the Guarantor will indemnify ……. Limited against all losses damages, cost expenses or otherwise which may be incurred by him by reasons of any default on the part of the guarantor in performance and observance of this supplemental Agreement. As to the amount of loss and or damage and / or cost incurred by …….. Limited / OWNER decision of the Engineer-in-charge will be final and binding on the parties.

In witness where of these presents have been executed by the Guarantor …….. and by …… for and on behalf of …….. Limited on the day of month and year first above written.

Signed sealed and delivered by Guarantor

IN THE PRESENCE OF:

1.

2.

Signed for and on behalf of …… Limited by / in presence of:

1.

2.

ANNEXURE-IX

To be Submitted by Bidder on Non-Judicial Stamp Paper of Rs. 10/- duly attested by Notary Public.

GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS.

The agreement made this ……..…… day of ……Two thousand and …….. between…… (hereinafter called Guarantor of the one part) and …… Limited (hereinafter called the Owner of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the contract), dated …….. and made between the GUARANTOR OF THE ONE part and the ……. Limited of the other part, whereby the contractor, inter-alia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS the Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak proof for five years from the date of giving water proofing treatment.

NOW THE GUARNTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

1. Misuse of roof shall mean any operation, which will damage proofing treatment, like chopping of fire wood and things of the same nature which might cause damage to the roof.
2. Alternation shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts.
3. The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

During this period of guarantee, the Guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by …….. Coalfields by some other Contractor at the guarantor's cost and risk. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the water proofing or commits breach thereunder, then the Guarantor will indemnify the principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by …….. Coalfields, the decision of the Engineer-in-Charge will final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Guarantor…….. and by …… and for and on behalf of …….. Limited on the day, month and year first above written.

Signed, sealed and delivered by Guarantor in the presence of -
1.
2.

Signed for and on behalf of …… Limited by ……..

In presence of:
1.
2.

ANNEXURE-X

PROFORMA FOR EXECUTION OF AGREEMENT.

(Specimen to be vetted by Legal Department))

STAMP PAPER

(of appropriate value as per Stamp Act)

This agreement is made on ……. day of …….. between (Name of Company) having its registered office at …… (hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership/ proprietorship/ Ltd. Co. etc.) firm under the name and style …… (hereinafter called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of "…… ……." and whereas the said Contractor/ Firm submitted tender for the said work and deposited a sum of Rs…….. as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.

2) The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.

i) Annexure-A Tender Notice (Page .. to ..)

ii) Schedule –A General Terms & Conditions, Special Conditions and General Technical Specification (Page …. to …) and

Safety Code.

iii) Schedule-B The probable Quantities and Amount (Page … to …)

iv) Schedule-C Negotiation letters –

iv) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)

v) Schedule-E Drawings (Page .. to ..)

3) In consideration for the payment of the sum of Rs……(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.

4) The company has received a sum of Rs..... towards Performance Security Deposit (1st part of Security Deposit) in the form of B.G./NEFT/RTGS *other form (details to be furnished)* .

5) The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Money (2ndpart of security deposit) to make the total Security as 10%(ten percent) of contract value, as per the terms & condition of the tender/ contract.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written

1 Partner. Signature

2 Partner Signature

On behalf of M/S……..

The Contractor, as one of the constituted attorney,
In the presence of –

1. Name _____ Signature

Address :

Occupation :

Signed by Sri …….on behalf of Signature
(Name of Company) in presence of -

1. Name : Signature
2. Address: .

ANNEXURE-XI

PRE-CONTRACT INTEGRITY PACT

(NOT TO BE UPLOADED SEPARATELY)

(To be accepted by the Bidder in General Technical Evaluation (GTE)during submission of bid online and the terms and conditions of this standard format shall be deemed accepted by the bidder unconditionally)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on…….day of the month of ……20…, between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri ……., Designation of the officer, (hereinafter called the "BUYER / Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ……..represented by Shri……, Chief Executive Officer (hereinafter called the "BIDDER/Seller/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure …….(Name of the Work/Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said work/stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide

to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
c. Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders info any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.

e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined

by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e “Commitments of Bidder(s) / Contractor(s).

(3) The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.”

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Debarment of firms from Bidding ".

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.
He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

Section 10 - Other provisions

(1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(2) If the Contractor is a partnership or a Joint Venture, this agreement must be signed by all partners or JV members.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12- Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Section 13 - Other Legal Actions.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf of the Principal) (For & On behalf of Bidder/ Contractor)

(Office Seal) (Office Seal)

Place ----------
Date ----------

Place ----------
Date ----------

Witness 1:
(Name &Address)

Witness 2:
(Name & Address)

ANNEXURE- A

Guidelines for Indian Agents for Foreign supplier (Part of Integrity Pact)

1. Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer as a matter of corporate policy does not quote directly. However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. alongwith the offer. The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.
In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also, one manufacturer can authorise only one agent to quote in the same tender. All the bids, not quoted as per the above guidelines, will be rejected.

2. The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. In terms of Integrity Pact, the Bidder has also to disclose all payments to agents, brokers or any other intermediaries. The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.

3. In addition to above A certificate that no commission is payable by the principal supplier to any agent, broker or any other intermediary against this contract other than percentage as indicated in BOQ (not exciding 5% of FOB) of FOB value of the contract to Indian Agent. This certificate forms a part of letter of credit.

4. The payment of Indian Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer by the foreign manufacturer.

The following documents shall be submitted by the Bidder in case of contract with foreign principals involving Indian agents:

a. Foreign principal's pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest
b. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.
However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.

5. Agency commission, if any, shall be paid in equivalent Indian Rupees.

ANNEXURE-XII

Code of Integrity for Public Procurement (CIPP):

1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring Officials shall give an undertaking to abide by the Code of Integrity of Public Procurement (CIPP) in ERP while processing PR in SAP ERP. The undertaking shall be put in format of PR itself in ERP. However, if estimate is processed outside ERP then separate undertaking in this regard shall be given by all procuring officials. The bidders/ contractors should be asked to sign a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

i) **"Corrupt practice":** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) **"Fraudulent practice":** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) **"Anti-competitive practice":** any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) **"Coercive practice":** harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v) "Conflict of interest": A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:

a) they have controlling partner(s) in common; or
b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
c) they have the same legal representative/agent for purposes of this bid; or
d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
f) in case of a holding company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business;

The penal provision in this regard shall be as per CIPP

vi) **"Obstructive practice":** materially impede the procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

3. **Obligations for Proactive Disclosures**

i) Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

4. Punitive Provisions

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

i) If his bids are under consideration in any procurement
   a) Forfeiture or encashment of bid security;
   b) calling off of any pre-contract negotiations; and
   c) rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded
   a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
   b) Forfeiture or encashment of any other security or bond relating to the procurement;
   c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

iii) Provisions in addition to above:
   a) banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
   b) In case of anti-competitive practices, information for further processing may be filed under a signature of concerned Director of CIL/Subsidiary, with the Competition Commission of India.
   c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

ANNEXURE-XIII

FORMAT FOR AUTHORIZATION OF VALID DIGITAL SIGNATURE CERTIFICATE (DSC)

(On NON-JUDICIAL STAMP PAPER)

I/We am/are submitting Bid for the work…….....against NIT No. ..... dated …… with Digital Signature Certificate (DSC) of …… (i.e. Other DSC) whose DSC has been mapped against name of the bidder who has been authorized to bid on behalf of bidder ……

Name, Signature & Seal of the person who has signed Letter of Bid and is authorizing the DSC Holder for online bidding.	Name & Signature of the DSC Holder having DSC mapped against name of the bidder and authorized for online bidding

-End-